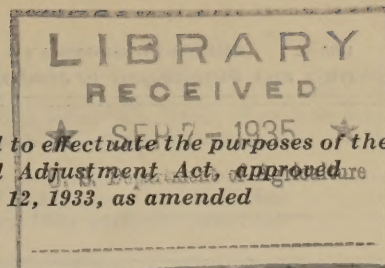


Form Sirup 1
U. S. DEPARTMENT OF AGRICULTURE
AGRICULTURAL ADJUSTMENT ADMINISTRATION
Sugar Section

Pursuant to and to effectuate the purposes of the
Agricultural Adjustment Act, approved
May 12, 1933, as amended



1935 SUGARCANE SIRUP ADJUSTMENT CONTRACT

The Secretary of Agriculture in accordance with the Act proposes to make payments to the producers of sugarcane for sirup who shall agree to make certain adjustments in growing, harvesting, and sale of sugarcane sirup and/or sugarcane for sirup from the 1935 crop upon all the terms and conditions contained herein. A producer will be eligible to enter into this contract if he controls by ownership, lease, or otherwise, the use of the land upon which sugarcane for sirup is being grown for harvest in 1935, *provided, however*, the amount of sirup sold from sugarcane grown in 1934 on such land, and/or the sirup equivalent of sugarcane sold for sirup from sugarcane grown in 1934 on such land exceeded (a) 200 gallons, or (b) 100 gallons on which the processing tax was paid on or before June 1, 1935, as shown by evidence acceptable to the Secretary.

PART I.—DEFINITIONS

The term "sold" wherever used in this contract shall mean marketed, held for sale, or otherwise disposed of to persons other than employees of the producer and members of his own household or family.

The term "1934" whenever used in this contract shall mean the period from January 1, 1934, to December 31, 1934, inclusive.

The term "1935" whenever used in this contract shall mean the period from January 1, 1935, to December 31, 1935, inclusive.

The "sirup equivalent of sugarcane" shall be determined on the basis of twenty-two (22) gallons of sirup per ton of sugarcane.

The term "Secretary" wherever used in this contract shall be deemed to include the Secretary and the Acting Secretary of Agriculture.

PART II.—PERFORMANCE BY THE PRODUCER

The producer agrees:

SECTION 1. 1935 Acreage and Production Allotment.

A. **Acreage allotment.**—Not to have growing, except as permitted by the Secretary, a larger number of acres of sugarcane for sirup in 1935 than was harvested for sirup in 1934, on the land covered by this contract as specified in item 1, section 21.

B. **In case sugarcane for sirup was delivered, sold, and/or ground in 1934 on a tonnage basis.**—To reduce the amount of sugarcane for sirup harvested, delivered, and/or ground in 1935 to an amount not in excess of the amount harvested, delivered, and/or ground for sirup in 1934 on the land covered by this contract as specified in item 2, section 21.

C. **In case sugarcane for sirup was delivered, sold, and/or ground in 1934 on a gallonage basis.**—To reduce the amount of sugarcane for sirup harvested, delivered, sold, and/or ground in 1935 to an amount not in excess of the amount necessary to produce the number of gallons of sirup produced in 1934 as specified in item 4, section 21.

D. **In case sirup was sold from the sugarcane grown and/or ground in 1934.**—Not to sell sirup from the 1935 crop in excess of the amount sold from the 1934 crop as specified in item 5, section 21.

SECTION 2. **Disposal of Excess Acreage and/or Excess Sugarcane for Sirup.**—To dispose of, as the Secretary may direct, any acreage of sugarcane for sirup growing on this farm in excess of the amount harvested for sirup in 1934 and/or to dispose of any sugarcane for sirup grown on the land covered by this contract determined by the Secretary to be in excess of the amount that may be harvested and delivered and/or ground under section 1 above; *provided, however*, That the provisions of this section shall not apply to sugarcane grown under any other sugarcane adjustment contract.

SECTION 3. **Disposal of Excess Sirup.**—To dispose of, as the Secretary may direct, any sirup made from sugarcane grown in 1935 on the land covered by this contract determined by the Secretary to be in excess of the amount that may be sold under section 1 above; *provided, however*, That the provisions of this section shall not apply to sirup sold under any other sugarcane adjustment contract.

SECTION 4. **Submission of Sales Data.**—To submit such data relating to sales and/or marketing of sirup or sugarcane as the Secretary may require upon forms to be prescribed by the Secretary and to deliver such forms to the person designated by the Secretary within the time and manner determined thereon.

SECTION 5. **Assignment Prohibited.**—Not to sell, transfer, or assign in whole or in part this contract or his right to claim for payments under this contract and not to execute any power of attorney to collect such payments or to order that any such payments be made. Any such sale, assignment, order, or power of attorney shall be null and void.

SECTION 6. **Access to Records.**—For the purpose of supervision and investigation of the performance by the producer under the terms hereof, the Secretary shall, at all reasonable times, have entry to this farm and access to the records of this farm, and the producer shall furnish to the Secretary such information relating to this farm as may be requested.

SECTION 7. **Covenants on the Transfer of Farms.**—That all undertakings by the producer are covenants which shall run with the land and shall be fully obligatory upon all future transferees, purchasers, lessees, tenants, and encumbrancers of this land or any part thereof whether such transfer, purchase, lease or encumbrance shall result by voluntary agreement or operation of law.

SECTION 8. **Regulations and Administrative Rulings.**—To conform to and abide by regulations and administrative rulings which are deemed to be a part and condition of this contract as have been heretofore and may be hereafter prescribed by the Secretary relating to the 1935 Sugarcane Sirup Adjustment Contract.

SECTION 9. **Processing Tax Payment.**—That the processing tax has been paid on the number of (not less than 100) gallons of sirup from the 1934 crop specified in item 6, section 21.

PART III.—AGREEMENT BY SECRETARY

The Secretary on behalf of the United States agrees:

SECTION 10. Upon such proof of compliance with the terms and conditions of this contract as the Secretary may require, to pay:

A. **1934 Payment.**—Ten cents for each gallon in excess of 100 gallons of sirup and the sirup equivalent of sugarcane sold from the sugarcane crop grown in 1934 on the land covered by this contract, provided the sales exceeded one of the following:

(a) 200 gallons of sirup or sirup equivalent.

(b) 100 gallons of sirup or sirup equivalent of sugarcane on which the processing tax was paid before June 1, 1935. This payment will be made as soon as practicable after proof satisfactory to the Secretary of compliance with the terms and conditions of this contract has been submitted to the Secretary or his authorized agent.

B. **1935 Payment.**—An amount which when added to the average sales price of sugarcane sirup, as ascertained by the Secretary, shall result in a parity price per gallon of sirup as determined by the Secretary for each gallon of sirup or sirup equivalent of sugarcane sold from the sugarcane crop grown in 1935 on the land covered by this contract, which number of gallons shall be determined as follows:

(a) If the number of gallons sold in 1935 equals 88 percent and does not exceed 100 percent of the number sold in 1934, he shall be paid on said 88 percent.

(b) If the number of gallons sold is less than 88 percent, he shall be paid on the number sold,

provided, that in the case of growers who sold sugarcane for sirup on a tonnage basis in 1934, the amount of the payment per ton of sugarcane for sirup in 1935 will bear approximately the same relationship to the 1935 payment per ton of sugarcane for sugar in Louisiana as prevailed in 1934.

This payment will be made as soon as practicable after proof satisfactory to the Secretary of compliance with the terms and conditions of this contract has been submitted to the Secretary or his authorized agent.

SECTION 11. **1935 Crop Deficiency Payment.**—If sales of sirup and/or the sirup equivalent of sugarcane, or if the amount of sirup held for sale, from the crop grown in 1935, is less than 88 percent of the sales of sirup and/or the sirup equivalent of sugarcane by the producer from the 1934 crop, due to a bona fide abandonment, upon determination by the Secretary, after planting of acreage, because of a flood or of a freeze after November 1, and to no other cause, then there shall be made a deficiency payment of 5 cents per gallon of sirup, which, as determined by the Secretary, would have been produced from the abandoned acreage, but such payment shall be on no greater gallonage than the amount by which sales of sirup and/or the sirup equivalent of sugarcane and the amount of sirup held for sale from the crop grown in 1935 are less than 88 percent of the 1934 sales or the sales which the Secretary determines would have ensued but for the abandonment, whichever is less.

SECTION 12. **Deduction of Administrative Expenses.**—From the amounts payable hereunder by the Secretary, he shall deduct a pro rata share of administrative expenses, as determined by the Secretary, of the sirup committee for the parish or county in which the land covered by this contract is located.

PART IV.—FURTHER AGREEMENTS AND CONDITIONS

SECTION 13. **Warranty as to Representations.**—The statements contained herein are true to the best of the knowledge and belief of the producer. A material misstatement herein, or any noncompliance by the producer with any of the terms hereof, or with any regulations or administrative rulings which have been or may hereafter be issued with reference to this contract, shall be grounds for a rescission and/or termination hereof by the Secretary. The determination of the Secretary that any such misstatement or noncompliance has occurred shall be final and conclusive. In the event of a rescission and/or termination hereof, the producer shall return to the Secretary any payments theretofore paid to the producer, together with all costs incident to the collection thereof.

SECTION 14. **Division of Payments.**—The producer represents that all owners and operators of the land covered by this contract who are entitled to a share of the sirup are included herein, and represents and agrees that no device has been or will be adopted to deprive tenants or share-croppers in 1935 from receiving that share of the payments hereunder which they would have been entitled to receive under the lease, tenure, or agreement under which the land covered by this contract was operated in 1934 or to defeat the purposes of this contract.

SECTION 15. **Agents of the Secretary.**—The Secretary may by designation in writing name any person or persons, including officers or employees of the Department of Agriculture, to act as his agents in connection with any of the provisions of this contract.

SECTION 16. **Secretary's privilege to extend contract.**—The Secretary shall have the privilege of extending the contract to the 1936 crop year. Such privilege may be exercised by proclamation by the Secretary. In the event that the Secretary exercises such privilege, the terms and conditions of this contract shall apply with the same force and effect in 1936 as in 1935, except as provided in section 17.

SECTION 17. **Payments under extended contracts.**—In the event that the Secretary exercises his privilege under section 16 the producer shall receive one payment on gallons of sirup produced and/or crop deficiency payment in the same manner and subject to the same conditions as provided with respect to the 1935 crop, the amount and time of all such payments, however, to be determined by the Secretary.

PART V.—PARTICIPATION IN PAYMENTS

SECTION 18. **1934 Producer, Landlord, Share-tenant and/or Share-cropper.**—The sugarcane sirup adjustment payment for 1934 shall be made to the 1934 producer, the landlord, if any, and the share-tenants and/or share-croppers, if any, in accordance with their respective interests in the 1934 sugarcane crop grown on the land covered by this contract as determined by their respective rental agreements, if any: *Provided, however,* That no such producer, landlord, and share-tenant and/or share-cropper may receive any part of such 1934 payment if he is not listed in any 1935 Sugarcane Sirup Adjustment Contract or Sugarcane Production Adjustment Contract Compliance Certificate as a participant in an adjustment program with respect to the 1935 sugarcane crop.

For the purpose of making such payment, the producer shall enter, in the space provided below, the name of each person having an interest in the 1934 crop, together with his interest in such crop, and shall have such person sign this agreement as to such division of interest.

(The names of all persons having an interest in the 1934 crop will be entered in the space provided, but no amount is to be shown in the payment column unless the person is entitled to a 1934 payment under the terms of this contract and has signed in the space provided therefor)

| NAME OF PARTICIPANTS | PRODUCER, LANDLORD, SHARE-TENANT, OR SHARE-CROPPER IN 1934 | ADDRESS | PERCENTAGE SHARE OF 1934 CROP | AMOUNT OF 1934 ADJUSTMENT PAYMENT | |
|----------------------|--|---------|-------------------------------|-----------------------------------|-------|
| | | | | Dollars | Cents |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

(The following form is to be used for the signature of all persons participating under this section. In addition to his signature, a person who is not listed in section 19 of this contract but is named in another 1935 Sugarcane Sirup Adjustment Contract or a certificate of compliance under the Sugarcane Production Adjustment Contract as a participant in an adjustment program with respect to the 1935 sugarcane crop shall set forth, after his signature, an identification of such other contract or certificate, if any)

| WITNESS(ES) SIGNATURE(S) | PARTICIPANT(S) SIGNATURE(S) | IDENTIFICATION OF OTHER CONTRACT OR CERTIFICATE | | | |
|--------------------------|-----------------------------|---|-------|--------|---------------|
| | | Sugar or Sirup | Code | | Serial Number |
| | | | State | County | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

SECTION 19. 1935 Producer, Landlord, and Share-Tenant and/or Share-Cropper.—The Sugarcane Sirup Adjustment Payment for 1935 shall be made to the 1935 producer, the landlord, if any, and the share-tenants and/or share-croppers, if any, in accordance with their respective interests in the 1935 sugarcane crop grown on the land covered by this contract as determined by their respective rental agreements.

For the purpose of making such payment, the producer shall enter, in the space provided below, the name of each person having an interest in the 1935 crop, together with his interest in such crop, and shall have such person sign this agreement as to such division of interest.

(The names of all persons having an interest in the 1935 crop will be entered in the space provided)

| NAME OF PARTICIPANTS | PRODUCER, LANDLORD, SHARE-TENANT, OR SHARE-CROPPER IN 1935 | ADDRESS | PERCENTAGE SHARE OF 1935 CROP |
|----------------------|--|---------|-------------------------------|
| | | | |
| | | | |
| | | | |
| | | | |

(The following form is to be used for the signatures of all persons participating under this section)

Witness(es) signature(s)

Participant(s) signature(s)

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

SECTION 20. Representation of Control

(Place, State, and parish or county code and contract serial number above)

The Producer, _____ (Type or print name, same as signature)

post-office address, _____ (Rural route or street number) _____ (Post office) _____ (State)

represents that he controls in 1935 the land covered by this contract, consisting of _____ acres, which constitutes {all part of} the farming unit controlled by the producer in 1935, which contains _____ acres and is commonly referred to as the _____ farm, situated _____ from _____ (Miles and direction) _____ (Town)

on _____ road in {Ward of Township of} _____ {Parish County}, State of _____

PART VI.—BASIS FOR DETERMINING REDUCTION IN SALES AND PAYMENTS

SECTION 21. The producer represents and agrees:

The 1934 SIRUP ADJUSTMENT AND PAYMENT DATA.—That for this contract the—

1. Number of acres of sugarcane harvested for sirup in 1934 was _____ acres.
2. Number of tons of sugarcane harvested for sirup on a tonnage basis in 1934 _____ tons.
3. Number of acres of sugarcane growing for sirup in 1935 is _____ acres.
4. The amount of sirup produced in 1934 was _____ gallons.
5. The amount of sirup sold from the 1934 crop was:
 - (a) sold as sirup _____ gallons.
 - (b) _____ tons of sugarcane sold for sirup at 22 _____ gallons.
 - _____ gallons per ton _____ gallons.
 - (c) TOTAL (to be filled in only where sales exceed 200 gallons) _____ gallons.
6. The amount of sirup sold from the 1934 crop on which a processing tax was paid on or before June 1, 1935 (to be filled in only where sales are 200 gallons or less) _____ gallons.
7. Less exemption of _____ 100 _____ gallons.
8. Total amount on which payment is made. (Item 5 (c) or item 6 less item 7) _____ gallons.
9. The 1934 payment is (item 8 \times 10¢) _____ \$.
10. Less the 1934 prorata share of the administrative expense (\$0.003 per gallon \times item 8) _____ \$.
11. The total 1934 payment is (item 9—10) _____ \$.

SIGNATURE OF PRODUCER

IN WITNESS WHEREOF, I have executed this contract.

Witness _____ (Producer) _____ (Producer must sign exactly as name appears in section 20)

ACCEPTANCE BY SECRETARY

In consideration of and in reliance upon the representations and agreements above set forth, this offer is hereby accepted.

HENRY A. WALLACE,
Secretary of Agriculture,
(For and on behalf of the United States)

Date _____, 193 . By _____ (Authorized agent)

PARISH OR COUNTY COMMITTEE CERTIFICATION

WE HEREBY CERTIFY that we have considered the foregoing representations of the producer, which in our opinion were adequate and further certify to the best of our knowledge and belief the data shown in section 21 are correct.

Signed, _____ Signed, _____

Date _____, 193 .

CERTIFICATE OF ADMINISTRATIVE OFFICER

Administratively approved for 1934 adjustment payment
in the amount of \$ _____

Date _____, 193 .

By _____
(Administrative officer, Payment Unit, Sugar Section)

CERTIFICATE OF COMPTROLLER

Examined and approved for 1934 adjustment payment in
the amount of \$ _____

JOHN B. PAYNE,
Comptroller.

Date _____, 193 .

By _____

Paid By Check(s) Drawn on the Treasury of the United States in Favor of Payee(s) Named Below

| Date | Number | Amount | Payees |
|------|--------|--------|--------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

(Any Intentional Misrepresentation of Facts Made in This Contract for the Purpose of Defrauding the United States will be Subject to the Criminal Provisions of the United States Code.)

Form Sirup 1a
U. S. DEPARTMENT OF AGRICULTURE
AGRICULTURAL ADJUSTMENT ADMINISTRATION
Sugar Section

*Pursuant to and to effectuate the purposes of the
Agricultural Adjustment Act, approved
May 12, 1933, as amended*

1935 SUGARCANE SIRUP ADJUSTMENT CONTRACT

The Secretary of Agriculture in accordance with the Act proposes to make payments to the producers of sugarcane for sirup who shall agree to make certain adjustments in growing, harvesting, and sale of sugarcane sirup and/or sugarcane for sirup from the 1935 crop upon all the terms and conditions contained herein. A producer will be eligible to enter into this contract if he controls by ownership, lease, or otherwise, the use of the land upon which sugarcane for sirup is being grown for harvest in 1935, *provided, however*, the amount of sirup sold from sugarcane grown in 1934 on such land, and/or the sirup equivalent of sugarcane sold for sirup from sugarcane grown in 1934 on such land exceeded (a) 200 gallons, or (b) 100 gallons on which the processing tax was paid on or before June 1, 1935, as shown by evidence acceptable to the Secretary.

PART I.—DEFINITIONS

The term "sold" wherever used in this contract shall mean marketed, held for sale, or otherwise disposed of to persons other than employees of the producer and members of his own household or family.

The term "1934" whenever used in this contract shall mean the period from January 1, 1934, to December 31, 1934, inclusive.

The term "1935" whenever used in this contract shall mean the period from January 1, 1935, to December 31, 1935, inclusive.

The "sirup equivalent of sugarcane" shall be determined on the basis of twenty-two (22) gallons of sirup per ton of sugarcane.

The term "Secretary" wherever used in this contract shall be deemed to include the Secretary and the Acting Secretary of Agriculture.

PART II.—PERFORMANCE BY THE PRODUCER

The producer agrees:

SECTION 1. 1935 Acreage and Production Allotment.

A. Acreage allotment.—Not to have growing, except as permitted by the Secretary, a larger number of acres of sugarcane for sirup in 1935 than was harvested for sirup in 1934, on the land covered by this contract as specified in item 1, section 21.

B. In case sugarcane for sirup was delivered, sold, and/or ground in 1934 on a tonnage basis.—To reduce the amount of sugarcane for sirup harvested, delivered, and/or ground in 1935 to an amount not in excess of the amount harvested, delivered, and/or ground for sirup in 1934 on the land covered by this contract as specified in item 2, section 21.

C. In case sugarcane for sirup was delivered, sold, and/or ground in 1934 on a gallonage basis.—To reduce the amount of sugarcane for sirup harvested, delivered, sold, and/or ground in 1935 to an amount not in excess of the amount necessary to produce the number of gallons of sirup produced in 1934 as specified in item 4, section 21.

D. In case sirup was sold from the sugarcane grown and/or ground in 1934.—Not to sell sirup from the 1935 crop in excess of the amount sold from the 1934 crop as specified in item 5, section 21.

SECTION 2. Disposal of Excess Acreage and/or Excess Sugarcane for Sirup.—To dispose of, as the Secretary may direct, any acreage of sugarcane for sirup growing on this farm in excess of the amount harvested for sirup in 1934 and/or to dispose of any sugarcane for sirup grown on the land covered by this contract determined by the Secretary to be in excess of the amount that may be harvested and delivered and/or ground under section 1 above; *provided, however*, That the provisions of this section shall not apply to sugarcane grown under any other sugarcane adjustment contract.

SECTION 3. Disposal of Excess Sirup.—To dispose of, as the Secretary may direct, any sirup made from sugarcane grown in 1935 on the land covered by this contract determined by the Secretary to be in excess of the amount that may be sold under section 1 above; *provided, however*, That the provisions of this section shall not apply to sirup sold under any other sugarcane adjustment contract.

SECTION 4. Submission of Sales Data.—To submit such data relating to sales and/or marketing of sirup or sugarcane as the Secretary may require upon forms to be prescribed by the Secretary and to deliver such forms to the person designated by the Secretary within the time and manner determined thereon.

SECTION 5. Assignment Prohibited.—Not to sell, transfer, or assign in whole or in part this contract or his right to claim for payments under this contract and not to execute any power of attorney to collect such payments or to order that any such payments be made. Any such sale, assignment, order, or power of attorney shall be null and void.

SECTION 6. Access to Records.—For the purpose of supervision and investigation of the performance by the producer under the terms hereof, the Secretary shall, at all reasonable times, have entry to this farm and access to the records of this farm, and the producer shall furnish to the Secretary such information relating to this farm as may be requested.

SECTION 7. Covenants on the Transfer of Farms.—That all undertakings by the producer are covenants which shall run with the land and shall be fully obligatory upon all future transferees, purchasers, lessees, tenants, and encumbrancers of this land or any part thereof whether such transfer, purchase, lease or encumbrance shall result by voluntary agreement or operation of law.

SECTION 8. Regulations and Administrative Rulings.—To conform to and abide by regulations and administrative rulings which are deemed to be a part and condition of this contract as have been heretofore and may be hereafter prescribed by the Secretary relating to the 1935 Sugarcane Sirup Adjustment Contract.

SECTION 9. Processing Tax Payment.—That the processing tax has been paid on the number of (not less than 100) gallons of sirup from the 1934 crop specified in item 6, section 21.

PART III.—AGREEMENT BY SECRETARY

The Secretary on behalf of the United States agrees:

SECTION 10. Upon such proof of compliance with the terms and conditions of this contract as the Secretary may require, to pay:

A. **1934 Payment.**—Ten cents for each gallon in excess of 100 gallons of sirup and the sirup equivalent of sugarcane sold from the sugarcane crop grown in 1934 on the land covered by this contract, provided the sales exceeded one of the following:

(a) 200 gallons of sirup or sirup equivalent.

(b) 100 gallons of sirup or sirup equivalent of sugarcane on which the processing tax was paid before June 1, 1935. This payment will be made as soon as practicable after proof satisfactory to the Secretary of compliance with the terms and conditions of this contract has been submitted to the Secretary or his authorized agent.

B. **1935 Payment.**—An amount which when added to the average sales price of sugarcane sirup, as ascertained by the Secretary, shall result in a parity price per gallon of sirup as determined by the Secretary for each gallon of sirup or sirup equivalent of sugarcane sold from the sugarcane crop grown in 1935 on the land covered by this contract, which number of gallons shall be determined as follows:

(a) If the number of gallons sold in 1935 equals 88 percent and does not exceed 100 percent of the number sold in 1934, he shall be paid on said 88 percent.

(b) If the number of gallons sold is less than 88 percent, he shall be paid on the number sold, provided, that in the case of growers who sold sugarcane for sirup on a tonnage basis in 1934, the amount of the payment per ton of sugarcane for sirup in 1935 will bear approximately the same relationship to the 1935 payment per ton of sugarcane for sugar in Louisiana as prevailed in 1934.

This payment will be made as soon as practicable after proof satisfactory to the Secretary of compliance with the terms and conditions of this contract has been submitted to the Secretary or his authorized agent.

SECTION 11. **1935 Crop Deficiency Payment.**—If sales of sirup and/or the sirup equivalent of sugarcane, or if the amount of sirup held for sale, from the crop grown in 1935, is less than 88 percent of the sales of sirup and/or the sirup equivalent of sugarcane by the producer from the 1934 crop, due to a bona fide abandonment, upon determination by the Secretary, after planting of acreage, because of a flood or of a freeze after November 1, and to no other cause, then there shall be made a deficiency payment of 5 cents per gallon of sirup, which, as determined by the Secretary, would have been produced from the abandoned acreage, but such payment shall be on no greater gallonage than the amount by which sales of sirup and/or the sirup equivalent of sugarcane and the amount of sirup held for sale from the crop grown in 1935 are less than 88 percent of the 1934 sales or the sales which the Secretary determines would have ensued but for the abandonment, whichever is less.

SECTION 12. **Deduction of Administrative Expenses.**—From the amounts payable hereunder by the Secretary, he shall deduct a pro rata share of administrative expenses, as determined by the Secretary, of the sirup committee for the parish or county in which the land covered by this contract is located.

PART IV.—FURTHER AGREEMENTS AND CONDITIONS

SECTION 13. **Warranty as to Representations.**—The statements contained herein are true to the best of the knowledge and belief of the producer. A material misstatement herein, or any noncompliance by the producer with any of the terms hereof, or with any regulations or administrative rulings which have been or may hereafter be issued with reference to this contract, shall be grounds for a rescission and/or termination hereof by the Secretary. The determination of the Secretary that any such misstatement or noncompliance has occurred shall be final and conclusive. In the event of a rescission and/or termination hereof, the producer shall return to the Secretary any payments theretofore paid to the producer, together with all costs incident to the collection thereof.

SECTION 14. **Division of Payments.**—The producer represents that all owners and operators of the land covered by this contract who are entitled to a share of the sirup are included herein, and represents and agrees that no device has been or will be adopted to deprive tenants or share-croppers in 1935 from receiving that share of the payments hereunder which they would have been entitled to receive under the lease, tenure, or agreement under which the land covered by this contract was operated in 1934 or to defeat the purposes of this contract.

SECTION 15. **Agents of the Secretary.**—The Secretary may by designation in writing name any person or persons, including officers or employees of the Department of Agriculture, to act as his agents in connection with any of the provisions of this contract.

SECTION 16. **Secretary's privilege to extend contract.**—The Secretary shall have the privilege of extending the contract to the 1936 crop year. Such privilege may be exercised by proclamation by the Secretary. In the event that the Secretary exercises such privilege, the terms and conditions of this contract shall apply with the same force and effect in 1936 as in 1935, except as provided in section 17.

SECTION 17. **Payments under extended contracts.**—In the event that the Secretary exercises his privilege under section 16 the producer shall receive one payment on gallons of sirup produced and/or crop deficiency payment in the same manner and subject to the same conditions as provided with respect to the 1935 crop, the amount and time of all such payments, however, to be determined by the Secretary.

PART V.—PARTICIPATION IN PAYMENTS

SECTION 18. **1934 Producer, Landlord, Share-tenant and/or Share-cropper.**—The sugarcane sirup adjustment payment for 1934 shall be made to the 1934 producer, the landlord, if any, and the share-tenants and/or share-croppers, if any, in accordance with their respective interests in the 1934 sugarcane crop grown on the land covered by this contract as determined by their respective rental agreements, if any: *Provided, however,* That no such producer, landlord, and share-tenant and/or share-cropper may receive any part of such 1934 payment if he is not listed in any 1935 Sugarcane Sirup Adjustment Contract or Sugarcane Production Adjustment Contract Compliance Certificate as a participant in an adjustment program with respect to the 1935 sugarcane crop.

For the purpose of making such payment, the producer shall enter, in the space provided below, the name of each person having an interest in the 1934 crop, together with his interest in such crop, and shall have such person sign this agreement as to such division of interest.

(The names of all persons having an interest in the 1934 crop will be entered in the space provided, but no amount is to be shown in the payment column unless the person is entitled to a 1934 payment under the terms of this contract and has signed in the space provided therefor)

| NAME OF PARTICIPANTS | PRODUCER, LANDLORD, SHARE-TENANT, OR SHARE-CROPPER IN 1934 | ADDRESS | PERCENTAGE SHARE OF 1934 CROP | AMOUNT OF 1934 ADJUSTMENT PAYMENT | |
|----------------------|--|---------|-------------------------------|-----------------------------------|-------|
| | | | | Dollars | Cents |
| | | | | | |
| | | | | | |
| | | | | | |

(The following form is to be used for the signature of all persons participating under this section. In addition to his signature, a person who is not listed in section 19 of this contract but is named in another 1935 Sugarcane Sirup Adjustment Contract or a certificate of compliance under the Sugarcane Production Adjustment Contract as a participant in an adjustment program with respect to the 1935 sugarcane crop shall set forth, after his signature, an identification of such other contract or certificate, if any)

| WITNESS(ES) SIGNATURE(S) | PARTICIPANT(S) SIGNATURE(S) | IDENTIFICATION OF OTHER CONTRACT OR CERTIFICATE | | | |
|--------------------------|-----------------------------|---|-------|--------|---------------|
| | | Sugar or Sirup | Code | | Serial Number |
| | | | State | County | |
| | | | | | |
| | | | | | |
| | | | | | |

SECTION 19. 1935 Producer, Landlord, and Share-Tenant and/or Share-Cropper.—The Sugarcane Sirup Adjustment Payment for 1935 shall be made to the 1935 producer, the landlord, if any, and the share-tenants and/or share-croppers, if any, in accordance with their respective interests in the 1935 sugarcane crop grown on the land covered by this contract as determined by their respective rental agreements.

For the purpose of making such payment, the producer shall enter, in the space provided below, the name of each person having an interest in the 1935 crop, together with his interest in such crop, and shall have such person sign this agreement as to such division of interest.

(The names of all persons having an interest in the 1935 crop will be entered in the space provided)

| NAME OF PARTICIPANTS | PRODUCER, LANDLORD, SHARE-TENANT, OR SHARE-CROPPER IN 1935 | ADDRESS | PERCENTAGE SHARE OF 1935 CROP |
|----------------------|--|---------|-------------------------------|
| | | | |
| | | | |
| | | | |
| | | | |

(The following form is to be used for the signatures of all persons participating under this section)

Witness(es) signature(s)

Participant(s) signature(s)

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

SECTION 20. Representation of Control

(Place, State, and parish or county code and contract serial number above)

The Producer, _____
 (Type or print name, same as signature)

post-office address, _____
 (Rural route or street number) (Post office) (State)

represents that he controls in 1935 the land covered by this contract, consisting of _____ acres, which constitutes {all part of} the farming unit controlled by the producer in 1935, which contains _____ acres and is commonly referred to as the _____ farm, situated _____ from _____
 (Miles and direction) (Town)

on _____ road in {Ward of Township of} {Parish County}, State of _____

PART VI.—BASIS FOR DETERMINING REDUCTION IN SALES AND PAYMENTS

SECTION 21. The producer represents and agrees:

The 1934 SIRUP ADJUSTMENT AND PAYMENT DATA.—That for this contract the—

1. Number of acres of sugarcane harvested for sirup in 1934 was _____ acres.
2. Number of tons of sugarcane harvested for sirup on a tonnage basis in 1934 _____ tons.
3. Number of acres of sugarcane growing for sirup in 1935 is _____ acres.
4. The amount of sirup produced in 1934 was _____ gallons.
5. The amount of sirup sold from the 1934 crop was:
 - (a) sold as sirup _____ gallons.
 - (b) _____ tons of sugarcane sold for sirup at 22 _____ gallons per ton _____ gallons.
 - (c) TOTAL (to be filled in only where sales exceed 200 gallons) _____ gallons.
6. The amount of sirup sold from the 1934 crop on which a processing tax was paid on or before June 1, 1935 (to be filled in only where sales are 200 gallons or less) _____ gallons.
7. Less exemption of _____ 100 _____ gallons.
8. Total amount on which payment is made. (Item 5 (c) or item 6 less item 7) _____ gallons.
9. The 1934 payment is (item 8 \times 10¢) _____ \$ _____
10. Less the 1934 prorata share of the administrative expense (\$0.003 per gallon \times item 8) _____ \$ _____
11. The total 1934 payment is (item 9—10) _____ \$ _____

SIGNATURE OF PRODUCER

IN WITNESS WHEREOF, I have executed this contract.

Witness _____ (Producer) _____
 (Producer must sign exactly as name appears in section 20)

ACCEPTANCE BY SECRETARY

In consideration of and in reliance upon the representations and agreements above set forth, this offer is hereby accepted.

HENRY A. WALLACE,
Secretary of Agriculture,
 (For and on behalf of the United States)

Date _____, 193 . By _____
 (Authorized agent)

PARISH OR COUNTY COMMITTEE CERTIFICATION

WE HEREBY CERTIFY that we have considered the foregoing representations of the producer, which in our opinion were adequate and further certify to the best of our knowledge and belief the data shown in section 21 are correct.

Signed, _____ Signed, _____ Signed, _____
 Date _____, 193 .

CERTIFICATE OF ADMINISTRATIVE OFFICER

Administratively approved for 1934 adjustment payment
 in the amount of \$ _____

Date _____, 193 .

By _____
 (Administrative officer, Payment Unit, Sugar Section)

CERTIFICATE OF COMPTROLLER

Examined and approved for 1934 adjustment payment in
 the amount of \$ _____

JOHN B. PAYNE,
Comptroller.

Date _____, 193 .

By _____

Paid By Check(s) Drawn on the Treasury of the United States in Favor of Payee(s) Named Below

| Date | Number | Amount | Payees |
|------|--------|--------|--------|
| | | | |
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(Any Intentional Misrepresentation of Facts Made in This Contract for the Purpose of Defrauding the United States will be Subject to the Criminal Provisions of the United States Code.)

1935 SUGARCANE SIRUP ADJUSTMENT CONTRACT

The Secretary of Agriculture in accordance with the Act proposes to make payments to the producers of sugarcane for sirup who shall agree to make certain adjustments in growing, harvesting, and sale of sugarcane sirup and/or sugarcane for sirup from the 1935 crop upon all the terms and conditions contained herein. A producer will be eligible to enter into this contract if he controls by ownership, lease, or otherwise, the use of the land upon which sugarcane for sirup is being grown for harvest in 1935, *provided, however*, the amount of sirup sold from sugarcane grown in 1934 on such land, and/or the sirup equivalent of sugarcane sold for sirup from sugarcane grown in 1934 on such land exceeded (a) 200 gallons, or (b) 100 gallons on which the processing tax was paid on or before June 1, 1935, as shown by evidence acceptable to the Secretary.

PART I.—DEFINITIONS

The term "sold" wherever used in this contract shall mean marketed, held for sale, or otherwise disposed of to persons other than employees of the producer and members of his own household or family.

The term "1934" whenever used in this contract shall mean the period from January 1, 1934, to December 31, 1934, inclusive.

The term "1935" whenever used in this contract shall mean the period from January 1, 1935, to December 31, 1935, inclusive.

The "sirup equivalent of sugarcane" shall be determined on the basis of twenty-two (22) gallons of sirup per ton of sugarcane.

The term "Secretary" wherever used in this contract shall be deemed to include the Secretary and the Acting Secretary of Agriculture.

PART II.—PERFORMANCE BY THE PRODUCER

The producer agrees:

SECTION 1. 1935 Acreage and Production Allotment.

A. **Acreage allotment.**—Not to have growing, except as permitted by the Secretary, a larger number of acres of sugarcane for sirup in 1935 than was harvested for sirup in 1934, on the land covered by this contract as specified in item 1, section 21.

B. **In case sugarcane for sirup was delivered, sold, and/or ground in 1934 on a tonnage basis.**—To reduce the amount of sugarcane for sirup harvested, delivered, and/or ground in 1935 to an amount not in excess of the amount harvested, delivered, and/or ground for sirup in 1934 on the land covered by this contract as specified in item 2, section 21.

C. **In case sugarcane for sirup was delivered, sold, and/or ground in 1934 on a gallonage basis.**—To reduce the amount of sugarcane for sirup harvested, delivered, sold, and/or ground in 1935 to an amount not in excess of the amount necessary to produce the number of gallons of sirup produced in 1934 as specified in item 4, section 21.

D. **In case sirup was sold from the sugarcane grown and/or ground in 1934.**—Not to sell sirup from the 1935 crop in excess of the amount sold from the 1934 crop as specified in item 5, section 21.

SECTION 2. **Disposal of Excess Acreage and/or Excess Sugarcane for Sirup.**—To dispose of, as the Secretary may direct, any acreage of sugarcane for sirup growing on this farm in excess of the amount harvested for sirup in 1934 and/or to dispose of any sugarcane for sirup grown on the land covered by this contract determined by the Secretary to be in excess of the amount that may be harvested and delivered and/or ground under section 1 above; *provided, however*, That the provisions of this section shall not apply to sugarcane grown under any other sugarcane adjustment contract.

SECTION 3. **Disposal of Excess Sirup.**—To dispose of, as the Secretary may direct, any sirup made from sugarcane grown in 1935 on the land covered by this contract determined by the Secretary to be in excess of the amount that may be sold under section 1 above; *provided, however*, That the provisions of this section shall not apply to sirup sold under any other sugarcane adjustment contract.

SECTION 4. **Submission of Sales Data.**—To submit such data relating to sales and/or marketing of sirup or sugarcane as the Secretary may require upon forms to be prescribed by the Secretary and to deliver such forms to the person designated by the Secretary within the time and manner determined thereon.

SECTION 5. **Assignment Prohibited.**—Not to sell, transfer, or assign in whole or in part this contract or his right to claim for payments under this contract and not to execute any power of attorney to collect such payments or to order that any such payments be made. Any such sale, assignment, order, or power of attorney shall be null and void.

SECTION 6. **Access to Records.**—For the purpose of supervision and investigation of the performance by the producer under the terms hereof, the Secretary shall, at all reasonable times, have entry to this farm and access to the records of this farm, and the producer shall furnish to the Secretary such information relating to this farm as may be requested.

SECTION 7. **Covenants on the Transfer of Farms.**—That all undertakings by the producer are covenants which shall run with the land and shall be fully obligatory upon all future transferees, purchasers, lessees, tenants, and encumbrancers of this land or any part thereof whether such transfer, purchase, lease or encumbrance shall result by voluntary agreement or operation of law.

SECTION 8. **Regulations and Administrative Rulings.**—To conform to and abide by regulations and administrative rulings which are deemed to be a part and condition of this contract as have been heretofore and may be hereafter prescribed by the Secretary relating to the 1935 Sugarcane Sirup Adjustment Contract.

SECTION 9. **Processing Tax Payment.**—That the processing tax has been paid on the number of (not less than 100) gallons of sirup from the 1934 crop specified in item 6, section 21.

PART III.—AGREEMENT BY SECRETARY

The Secretary on behalf of the United States agrees:

SECTION 10. Upon such proof of compliance with the terms and conditions of this contract as the Secretary may require, to pay:

A. **1934 Payment.**—Ten cents for each gallon in excess of 100 gallons of sirup and the sirup equivalent of sugarcane sold from the sugarcane crop grown in 1934 on the land covered by this contract, provided the sales exceeded one of the following:

(a) 200 gallons of sirup or sirup equivalent.

(b) 100 gallons of sirup or sirup equivalent of sugarcane on which the processing tax was paid before June 1, 1935. This payment will be made as soon as practicable after proof satisfactory to the Secretary of compliance with the terms and conditions of this contract has been submitted to the Secretary or his authorized agent.

B. **1935 Payment.**—An amount which when added to the average sales price of sugarcane sirup, as ascertained by the Secretary, shall result in a parity price per gallon of sirup as determined by the Secretary for each gallon of sirup or sirup equivalent of sugarcane sold from the sugarcane crop grown in 1935 on the land covered by this contract, which number of gallons shall be determined as follows:

(a) If the number of gallons sold in 1935 equals 88 percent and does not exceed 100 percent of the number sold in 1934, he shall be paid on said 88 percent.

(b) If the number of gallons sold is less than 88 percent, he shall be paid on the number sold,

provided, that in the case of growers who sold sugarcane for sirup on a tonnage basis in 1934, the amount of the payment per ton of sugarcane for sirup in 1935 will bear approximately the same relationship to the 1935 payment per ton of sugarcane for sugar in Louisiana as prevailed in 1934.

This payment will be made as soon as practicable after proof satisfactory to the Secretary of compliance with the terms and conditions of this contract has been submitted to the Secretary or his authorized agent.

SECTION 11. **1935 Crop Deficiency Payment.**—If sales of sirup and/or the sirup equivalent of sugarcane, or if the amount of sirup held for sale, from the crop grown in 1935, is less than 88 percent of the sales of sirup and/or the sirup equivalent of sugarcane by the producer from the 1934 crop, due to a bona fide abandonment, upon determination by the Secretary, after planting of acreage, because of a flood or of a freeze after November 1, and to no other cause, then there shall be made a deficiency payment of 5 cents per gallon of sirup, which, as determined by the Secretary, would have been produced from the abandoned acreage, but such payment shall be on no greater gallonage than the amount by which sales of sirup and/or the sirup equivalent of sugarcane and the amount of sirup held for sale from the crop grown in 1935 are less than 88 percent of the 1934 sales or the sales which the Secretary determines would have ensued but for the abandonment, whichever is less.

SECTION 12. **Deduction of Administrative Expenses.**—From the amounts payable hereunder by the Secretary, he shall deduct a pro rata share of administrative expenses, as determined by the Secretary, of the sirup committee for the parish or county in which the land covered by this contract is located.

PART IV.—FURTHER AGREEMENTS AND CONDITIONS

SECTION 13. **Warranty as to Representations.**—The statements contained herein are true to the best of the knowledge and belief of the producer. A material misstatement herein, or any noncompliance by the producer with any of the terms hereof, or with any regulations or administrative rulings which have been or may hereafter be issued with reference to this contract, shall be grounds for a rescission and/or termination hereof by the Secretary. The determination of the Secretary that any such misstatement or noncompliance has occurred shall be final and conclusive. In the event of a rescission and/or termination hereof, the producer shall return to the Secretary any payments theretofore paid to the producer, together with all costs incident to the collection thereof.

SECTION 14. **Division of Payments.**—The producer represents that all owners and operators of the land covered by this contract who are entitled to a share of the sirup are included herein, and represents and agrees that no device has been or will be adopted to deprive tenants or share-croppers in 1935 from receiving that share of the payments hereunder which they would have been entitled to receive under the lease, tenure, or agreement under which the land covered by this contract was operated in 1934 or to defeat the purposes of this contract.

SECTION 15. **Agents of the Secretary.**—The Secretary may by designation in writing name any person or persons, including officers or employees of the Department of Agriculture, to act as his agents in connection with any of the provisions of this contract.

SECTION 16. **Secretary's privilege to extend contract.**—The Secretary shall have the privilege of extending the contract to the 1936 crop year. Such privilege may be exercised by proclamation by the Secretary. In the event that the Secretary exercises such privilege, the terms and conditions of this contract shall apply with the same force and effect in 1936 as in 1935, except as provided in section 17.

SECTION 17. **Payments under extended contracts.**—In the event that the Secretary exercises his privilege under section 16 the producer shall receive one payment on gallons of sirup produced and/or crop deficiency payment in the same manner and subject to the same conditions as provided with respect to the 1935 crop, the amount and time of all such payments, however, to be determined by the Secretary.

PART V.—PARTICIPATION IN PAYMENTS

SECTION 18. **1934 Producer, Landlord, Share-tenant and/or Share-cropper.**—The sugarcane sirup adjustment payment for 1934 shall be made to the 1934 producer, the landlord, if any, and the share-tenants and/or share-croppers, if any, in accordance with their respective interests in the 1934 sugarcane crop grown on the land covered by this contract as determined by their respective rental agreements, if any: *Provided, however,* That no such producer, landlord, and share-tenant and/or share-cropper may receive any part of such 1934 payment if he is not listed in any 1935 Sugarcane Sirup Adjustment Contract or Sugarcane Production Adjustment Contract Compliance Certificate as a participant in an adjustment program with respect to the 1935 sugarcane crop.

For the purpose of making such payment, the producer shall enter, in the space provided below, the name of each person having an interest in the 1934 crop, together with his interest in such crop, and shall have such person sign this agreement as to such division of interest.

(The names of all persons having an interest in the 1934 crop will be entered in the space provided, but no amount is to be shown in the payment column unless the person is entitled to a 1934 payment under the terms of this contract and has signed in the space provided therefor)

| NAME OF PARTICIPANTS | PRODUCER, LANDLORD, SHARE-TENANT, OR SHARE-CROPPER IN 1934 | ADDRESS | PERCENTAGE SHARE OF 1934 CROP | AMOUNT OF 1934 ADJUSTMENT PAYMENT | |
|----------------------|--|---------|-------------------------------|-----------------------------------|-------|
| | | | | Dollars | Cents |
| | | | | | |
| | | | | | |
| | | | | | |

(The following form is to be used for the signature of all persons participating under this section. In addition to his signature, a person who is not listed in section 19 of this contract but is named in another 1935 Sugarcane Sirup Adjustment Contract or a certificate of compliance under the Sugarcane Production Adjustment Contract as a participant in an adjustment program with respect to the 1935 sugarcane crop shall set forth, after his signature, an identification of such other contract or certificate, if any)

| WITNESS(ES) SIGNATURE(S) | PARTICIPANT(S) SIGNATURE(S) | IDENTIFICATION OF OTHER CONTRACT OR CERTIFICATE | | | |
|--------------------------|-----------------------------|---|-------|--------|---------------|
| | | Sugar or Sirup | Code | | Serial Number |
| | | | State | County | |
| | | | | | |
| | | | | | |
| | | | | | |

SECTION 19. 1935 Producer, Landlord, and Share-Tenant and/or Share-Cropper.—The Sugarcane Sirup Adjustment Payment for 1935 shall be made to the 1935 producer, the landlord, if any, and the share-tenants and/or share-croppers, if any, in accordance with their respective interests in the 1935 sugarcane crop grown on the land covered by this contract as determined by their respective rental agreements.

For the purpose of making such payment, the producer shall enter, in the space provided below, the name of each person having an interest in the 1935 crop, together with his interest in such crop, and shall have such person sign this agreement as to such division of interest.

(The names of all persons having an interest in the 1935 crop will be entered in the space provided)

| NAME OF PARTICIPANTS | PRODUCER, LANDLORD, SHARE-TENANT, OR SHARE-CROPPER IN 1935 | ADDRESS | PERCENTAGE SHARE OF 1935 CROP |
|----------------------|--|---------|-------------------------------|
| | | | |
| | | | |
| | | | |

(The following form is to be used for the signatures of all persons participating under this section)

Witness(es) signature(s)

Participant(s) signature(s)

SECTION 20. Representation of Control

(Place, State, and parish or county code and contract serial number above)

The Producer,

(Type or print name, same as signature)

post-office address,

(Rural route or street number)

(Post office)

(State)

represents that he controls in 1935 the land covered by this contract, consisting of _____ acres, which con-

stitutes {all part of} the farming unit controlled by the producer in 1935, which contains _____ acres and is com-

monly referred to as the _____ farm, situated _____ from _____

(Miles and direction)

(Town)

on _____ road in {Ward of Township of} {Parish County}, State of _____

PART VI.—BASIS FOR DETERMINING REDUCTION IN SALES AND PAYMENTS

SECTION 21. The producer represents and agrees:

The 1934 SIRUP ADJUSTMENT AND PAYMENT DATA.—That for this contract the—

1. Number of acres of sugarcane harvested for sirup in 1934 was _____ acres.
2. Number of tons of sugarcane harvested for sirup on a tonnage basis in 1934 _____ tons.
3. Number of acres of sugarcane growing for sirup in 1935 is _____ acres.
4. The amount of sirup produced in 1934 was _____ gallons.
5. The amount of sirup sold from the 1934 crop was:
 - (a) sold as sirup _____ gallons.
 - (b) _____ tons of sugarcane sold for sirup at 22 _____ gallons per ton _____ gallons.
 - (c) TOTAL (to be filled in only where sales exceed 200 gallons) _____ gallons.
6. The amount of sirup sold from the 1934 crop on which a processing tax was paid on or before June 1, 1935 (to be filled in only where sales are 200 gallons or less) _____ gallons.
7. Less exemption of _____ 100 _____ gallons.
8. Total amount on which payment is made. (Item 5 (c) or item 6 less item 7) _____ gallons.
9. The 1934 payment is (item 8 \times 10¢) _____ \$ _____
10. Less the 1934 prorata share of the administrative expense (\$0.003 per gallon \times item 8) _____ \$ _____
11. The total 1934 payment is (item 9—10) _____ \$ _____

SIGNATURE OF PRODUCER

IN WITNESS WHEREOF, I have executed this contract.

Witness _____ (Producer) _____
(Producer must sign exactly as name appears in section 20)

ACCEPTANCE BY SECRETARY

In consideration of and in reliance upon the representations and agreements above set forth, this offer is hereby accepted.

HENRY A. WALLACE,Secretary of Agriculture,
(For and on behalf of the United States)Date _____, 193 . By _____
(Authorized agent)

PARISH OR COUNTY COMMITTEE CERTIFICATION

WE HEREBY CERTIFY that we have considered the foregoing representations of the producer, which in our opinion were adequate and further certify to the best of our knowledge and belief the data shown in section 21 are correct.

Signed, _____ Signed, _____ Signed, _____
Date _____, 193 .

CERTIFICATE OF ADMINISTRATIVE OFFICER

Administratively approved for 1934 adjustment payment
in the amount of \$ _____

Date _____, 193 .

By _____
(Administrative officer, Payment Unit, Sugar Section)

CERTIFICATE OF COMPTROLLER

Examined and approved for 1934 adjustment payment in
the amount of \$ _____**JOHN B. PAYNE,**
Comptroller.

Date _____, 193 .

By _____

Paid By Check(s) Drawn on the Treasury of the United States in Favor of Payee(s) Named Below

| Date | Number | Amount | Payees |
|------|--------|--------|--------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

(Any Intentional Misrepresentation of Facts Made in This Contract for the Purpose of Defrauding the United States will be Subject to the Criminal Provisions of the United States Code.)

Form Sirup 2

U. S. DEPARTMENT OF AGRICULTURE
 AGRICULTURAL ADJUSTMENT ADMINISTRATION
 Sugar Section

(State and {parish
county} code and contract serial number)

State _____

Parish }
County }

SUGARCANE SIRUP ACREAGE MEASUREMENT REPORT

Producer _____ Address _____
 (Same as on contract)

Farm consisting of _____ acres, referred to as the _____ farm, situated
 _____ from _____ on _____ Road
 (Miles and direction) (Town)

in {ward of
township of} _____, {Parish
County}, State of _____

(1) Total acreage of sugarcane for sirup in 1935 is _____ acres.

(2) Total acreage of sugarcane harvested for sirup in 1934 was _____ acres.

(3) Excess of 1935 acreage over 1934 acreage (item 1—item 2) _____ acres.

I HEREBY CERTIFY That I measured the sugarcane acreage on the farm or farms referred to on this form, and that the acreage specified in items 1, 2, and 3 above is correct, and that the excess acreage, if any, was measured and staked.

(4) _____ (Date) _____ (Signature of individual who measured the land)

I HEREBY CERTIFY That the acreage figures as given in items 1, 2, and 3, showing the sugarcane acreage for sirup for 1934 and 1935 are correct, and that the land in sugarcane in 1934 as measured and as shown in item 1 includes the exact parcel(s) of land on which sugarcane was grown in 1934.

(5) _____ (Witness) _____ (Date) _____ (Signature of producer)

**TO BE FILLED IN ONLY IN THOSE CASES WHERE THE 1935 ACREAGE
 IS IN EXCESS OF THE 1934 ACREAGE**

(Not to be filled in until producer has signed a contract)

(6) Disposal of sugarcane on excess acreage (check method of disposal): Cut back _____; ploughed down _____;
 or _____
 (State other method of disposal)

I HEREBY CERTIFY That I have disposed of the sugarcane on the excess acreage, shown in item 3, as specified in item 6.

(7) _____ (Witness) _____ (Date) _____ (Signature of producer)

I HEREBY CERTIFY That I have visited the farm of the producer whose name appears on this form, and that the excess acreage of sugarcane specified in item 3 in this form has been disposed of as indicated in item 4.

(8) _____ (Witness) _____ (Date) _____ (Signature of sirup committeeman)

INSPECTOR'S SKETCH OF MEASURED SUGARCANE SIRUP ACREAGE UNDER THIS CONTRACT

(Indicate lines of measurement and insert measurement figures on each line)

(1934)

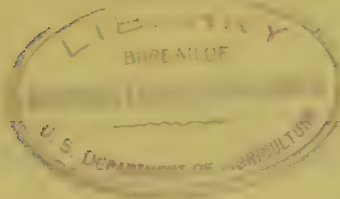
(1935)

(Indicate by broken line area equivalent to excess acreage)

Show unit of measurement used: Chains -----; feet -----; angles -----

The distance that the measured area shall extend beyond the ends and sides of the fields shall be one-half the distance between
ROWS.

(To be retained in State)



(State and {parish } code and contract serial number) {county}

State _____

Parish }
County } _____

SUGARCANE SIRUP ACREAGE MEASUREMENT REPORT

Producer _____ Address _____
(Same as on contract)

Farm consisting of _____ acres, referred to as the _____ farm, situated

_____ from _____ on _____ Road
(Miles and direction) (Town)

in {ward of } {Parish }
{township of } {County } State of _____

(1) Total acreage of sugarcane for sirup in 1935 is _____ acres.

(2) Total acreage of sugarcane harvested for sirup in 1934 was _____ acres.

(3) Excess of 1935 acreage over 1934 acreage (item 1—item 2) _____ acres.

I HEREBY CERTIFY That I measured the sugarcane acreage on the farm or farms referred to on this form, and that the acreage specified in items 1, 2, and 3 above is correct, and that the excess acreage, if any, was measured and staked.

(4) _____ (Date) _____ (Signature of individual who measured the land)

I HEREBY CERTIFY That the acreage figures as given in items 1, 2, and 3, showing the sugarcane acreage for sirup for 1934 and 1935 are correct, and that the land in sugarcane in 1934 as measured and as shown in item 1 includes the exact parcel(s) of land on which sugarcane was grown in 1934.

(5) _____ (Witness) _____ (Date) _____ (Signature of producer)

TO BE FILLED IN ONLY IN THOSE CASES WHERE THE 1935 ACREAGE IS IN EXCESS OF THE 1934 ACREAGE

(Data to be copied from original)

(6) Disposal of sugarcane on excess acreage (check method of disposal): Cut back _____; ploughed down _____;

or _____
(State other method of disposal)

I HEREBY CERTIFY That I have disposed of the sugarcane on the excess acreage, shown in item 3, as specified in item 6.

(7) _____ (Witness) _____ (Date) _____ (Signature of producer)

I HEREBY CERTIFY That I have visited the farm of the producer whose name appears on this form, and that the excess acreage of sugarcane specified in item 3 in this form has been disposed of as indicated in item 4.

(8) _____ (Witness) _____ (Date) _____ (Signature of sirup committeeman)

INSPECTOR'S SKETCH OF MEASURED SUGARCANE SIRUP ACREAGE UNDER THIS CONTRACT

(Indicate lines of measurement and insert measurement figures on each line)

(1934)

(1935)

(Indicate by broken line area equivalent to excess acreage)

Show unit of measurement used: Chains -----; feet -----; angles -----

The distance that the measured area shall extend beyond the ends and sides of the fields shall be one-half the distance between rows.

U. S. Department of Agriculture
Agricultural Adjustment Administration
Sugarcane Sirup Production Adjustment Program

2
1935

INSTRUCTIONS TO FIELD WORKERS

The Sugarcane Sirup Adjustment Contract must be filled out in triplicate, the white copy will go to Washington, the pink copy will remain in the county agent's office, and the blue copy will be returned to the producer. The contract and all forms must be written with indelible pencil, ink or typewriter.

The State Director of Agricultural Extension will appoint or have appointed a sirup committee of three members for each county or parish. In case the Director of Extension prefers he may have the committee elected by vote of the sirup producers in the county or parish. This committee will aid generally in administering the program under the direction of the State Director of Agricultural Extension. At least two members of the committee must sign each sirup contract. The State Director of Agricultural Extension will also appoint or have appointed someone in each county or parish to measure the 1934 and 1935 acreage of sugarcane for sirup. The person(s) so appointed will measure the acres of sugarcane for sirup for 1934 and 1935 and certify to the measurements on Form Sirup 2.

Acreage measurement Form Sirup 2. Before any producer signs a sugarcane sirup adjustment contract, it will be necessary to complete the acreage measurement required in Form Sirup 2 and Form Sirup 2a, which is a duplicate of Form Sirup 2. On this form is recorded the acreage of sugarcane harvested for sirup in 1934 and the acreage of sugarcane for sirup now growing for harvest this fall.

When a grower applies for a sugarcane sirup adjustment contract, the data as to the location of the farm should be filled in on Form Sirup 2, and this form given to the individual who is to measure the land. No contract is to be signed until the measurement has been made.

When the individual who is to measure the land appears at the farm, it will be necessary for the grower to stake or indicate precisely the boundaries of the parcel(s) of land on which sugarcane for sirup, including seed, was harvested in 1934. In those cases where there is any excess acreage of sugarcane as shown in Item 3, Form Sugar 2, it will be necessary to stake an amount of land equal to the excess acreage on which sugarcane of average quality is grown. The excess acreage will also be indicated by broken lines on the chart on the reverse side of Form Sirup 2. The individual doing the measuring will fill out Form Sirup 2 and Form Sirup 2a and have the producer sign both copies in the space provided in Item 4 of this form. A carbon may be used in filling out Form Sirup 2a. The two copies will be kept on file in the county agent's office. One copy will be available for the state

office.

In all cases where the 1935 acreage is not in excess of the 1934 acreage, as shown on Form Sirup 2, the acreage data in Items 1 and 2 of this form may be transferred to the contract. If the producer has met all other eligibility requirements and the contract is completely and correctly filled out, he will then be allowed to sign the contract. The contract, after being properly executed and signed by the parish or county sirup committee is then ready to be sent to the state office or to Washington.

In those cases where acreage for 1935 exceeds the acreage for 1934, as shown on Form Sirup 2, the contract should be prepared for the grower's signature provided he meets all other eligibility requirements but no larger acreage for 1935 than for 1934, should be written in Section 21, Item 3 of the contract. In other words, where the acreage for 1935 exceeds the acreage for 1934, as shown on Form Sirup 2, the acreage for 1935 as written in Section 21, Item 3 of the contract, must not exceed the acreage for 1934. In those cases where the 1935 acreage is in excess of the 1934 acreage, write into the contract the 1934 acreage, as shown on Form Sirup 2, and insert an acreage figure in Section 21, Item 3 of the contract for 1935 that is no larger than the acreage figure for 1934. After this is done, provided the producer has met all other requirements for eligibility, the producer should be allowed to sign the contract. Following which the producer should be given the original copy Form Sirup 2, on which he will show in item 6 the method of disposal of the sugarcane on the excess acreage and in Item 7 the producer's signature, properly witnessed, and the certification of at least one committeeman in Item 8. All data in Items 6, 7, and 8 on Form Sirup 2 should be transferred to Form Sirup 2-a. This can be done in the office, as the original signatures are required only on the original, Form Sirup 2. Contracts of all growers, where Form Sirup 2 shows 1935 acreage to be in excess of the 1934 acreage, must be held in the parish or county agent's office until the 1935 acreage of sugarcane is reduced at least to the 1934 acreage and Form Sirup 2 is completed. No producer should be instructed to dispose of the sugarcane on any excess acreage until it is determined that he is eligible to sign a contract and has actually signed the contract.

CONTRACT

Who is eligible to sign a contract. There are two conditions to signing a sugarcane sirup adjustment contract:

1. Control of land. To be eligible to enter into this contract the producer (landlord, or tenant) must have control by ownership, lease or otherwise of the use of the land upon which sugarcane for sirup for harvest in 1935 is being grown. The contract may be signed by various persons, including the following:

(1) An owner of a farm.

(2) An authorized member of a partnership, as "James and Smith, by

John Doe James", provided he submits written authority as to his power to sign.

(3) A corporation, as "Richard Development Company, by John Doe James, Secretary", provided the agent has written authority.

(4) A guardian or custodian of an estate, owned by an incompetent or minor. A court order, or a copy of a court order, properly signed by the clerk of the court having jurisdiction, permitting the guardian to enter into the contract, must accompany such contracts.

(5) An administrator or executor, having power to sign as "Estate of John Doe James, by John Smith, executor." A Court order, or a copy of a court order, properly executed, permitting the administrator or executor to execute the contract, must accompany the contract.

(6) An agent for the owner or owners, when authentic written authorization certifying to such agents' authority and power to act accompanies the contract.

(7) A lessee, if he has a lease giving him control of the land in and during the crop year 1935 and the contract is accompanied by a copy of his lease, duly certified. Where a contract requires a court order, letter of authority, etc., covering 1935, it will not be accepted until such legal paper is attached.

2. The amount of sirup sold. The amount of sirup sold from sugarcane in 1934 on such land or the sirup equivalent of sugarcane (sugarcane converted to sirup at the rate of 22 gallons of sirup per ton of sugar) sold for sirup grown in 1934 on such land must exceed (a) 200 gallons or (b) exceed 100 gallons on which ^{the} processing tax was paid on or before June 1, 1935 as shown by evidence acceptable to the Secretary. In other words, it is necessary for a grower to have sold at least 200 gallons of sirup or the sugarcane equivalent of sirup or to have sold at least 100 gallons of sirup on which ^{the} processing tax was paid on or before June 1, 1935.

Evidence of sale acceptable to the Secretary in both cases is required. Acceptable evidence includes the sales slip carrying the name and address of the purchaser and date of purchase. The purchaser must be known to at least one of the committeemen who signs the Sirup Adjustment Contract, or in case the purchaser is a corporation or cooperative organization, the headquarters of such organization must be known to at least one of the committeemen. Receipts showing that the processing taxes have been paid on 100 gallons or more will be acceptable evidence of sale.

PERFORMANCE BY PRODUCER

The producer agrees to adjust both acreage of sugarcane and sirup sold, or the tonnage ^{of} sugarcane delivered for sirup in case sugarcane for sirup is delivered on a tonnage basis.

Section 1. 1935 Acreage and Production Allotment. The amount of sugarcane for harvest in 1935 and the amount of sirup sold in 1935 is limited to an acreage and gallonage not in excess of the acreage grown and gallonage sold from the 1934 crop of sugarcane.

A. Acreage Allotment. A producer agrees not to have growing, except as permitted by the Secretary, a larger number of acres of sugarcane for sirup in 1935 than was harvested in 1934 on the land covered by this contract as specified in Item 1, Section 21. Where the producer has growing more sugarcane for sirup and for seed in 1935 than he had growing in 1934 as shown in Form Sirup 2 the producer may be allowed to sign a contract, but the producer must dispose of such excess acreage before the contract is sent to Washington.

B. In case sugarcane for sirup was delivered, sold and/or ground in 1934 on a tonnage basis. Where the sugarcane for sirup was sold on a tonnage basis in 1934, the producer agrees not to deliver more tons of sugarcane for sirup in 1935 than he delivered from the sugarcane grown in 1934.

C. In case sugarcane for sirup was delivered, sold and/or ground in 1934 on a gallonage basis. In case the 1934 crop of sugarcane of a producer was ground for sirup for the account of the producer, the producer agrees to reduce the amount of sugarcane harvested, delivered, sold and/or ground in 1935 to an amount not in excess of the amount necessary, as determined by the Secretary, to produce the number of gallons produced in 1934 as specified in Item 4, Section 21.

D. In case sirup was sold from sugarcane grown in 1934. The producer agrees not to sell sirup from the 1935 crop in excess of the amount sold from the 1934 crop as specified in Item 5, Section 21.

Section 2. Disposal of Excess Acreage and/or Excess Sugarcane for sirup. In any case where the acreage of sugarcane for sirup growing at the time of measurement is in excess of the amount harvested in 1934, the producer agrees to dispose of the excess as the Secretary may direct, (See explanation in the discussion of acreage allotments, Section 1-A.) The disposal of the surplus sugarcane will be made by cutting it back, ploughing down, pasturing it, or otherwise rendering it unfit for sirup. Where the 1935 acreage is in excess of the 1934 acreage the producer may be allowed to sign the contract but the contract will be held in the county agent's office until Form Sirup 2 is completed, showing that this acreage has been disposed of and so certified to by a member of the sirup committee. No contract will be accepted for payment so long as the acreage of sugarcane is in excess of the acreage of sugarcane harvested in 1934.

Section 3. Disposal of Excess Sirup. The producer agrees to dispose of as the Secretary may direct any sirup made from the sugarcane grown in 1935 on the land covered by this contract, determined by the Secretary to be in excess of the amount sold in 1934. In case the producer has a Sugarcane for Sugar Production Adjustment Contract and has complied therewith, and delivers sugarcane to a mill, as determined by the Secretary to be a sugar mill, the producer will not have violated

the terms of his sugarcane for sirup contract.

Section 4. Submission of Sales Data. The producer agrees to submit such sales data relating to the marketing of sirup in 1934 and 1935 as the Secretary may require upon such forms as the Secretary may prescribe to be delivered to such person as the Secretary may designate within the time and manner as prescribed by the Secretary.

Section 5. Assignment Prohibited. The contract is non-transferable, neither can it be assigned in whole or in part. The checks for payments under this contract will be made payable to those named in the contract to receive . . . payment.

Section 6. Access to Records. The producer agrees for the purpose of supervision and investigation of his performance as to the terms and conditions of this sugarcane contract that the Secretary shall at all reasonable times have entry to the farm and access to the records of this farm and the producer shall furnish the Secretary such information relating to this farm as will be required.

Section 7. Covenants on the Transfer of Farms. The contract runs with the land and is made fully obligatory upon all future purchasers, lessees, tenants and encumbrancers.

Section 8. Regulations and Administrative Rulings. Producers agree to abide by and conform to any rulings and regulations executed by the Secretary relating to the Sugarcane Sirup Adjustment Contract.

Section 9. Processing Tax Payment. Evidence that the processing tax must have been paid on at least 100 gallons of sirup from the 1934 crop on or before June 1, 1935 must be submitted before a producer is eligible to sign a contract.

PART III -- AGREEMENT BY SECRETARY

Section 10. A. 1934 Payment. The Secretary agrees to pay the producer 10¢ for each gallon in excess of 100 gallons of sirup and the sugarcane equivalent of sirup from the sugarcane crop grown in 1934 on the land covered by this contract, provided the sales exceed (a) 200 gallons of sirup or sirup equivalent or (b) 100 gallons of sirup or sirup equivalent on which the processing tax was paid before June 1, 1935. The first 100 gallons of sirup sold will be deducted from the amount on which the payment is to be made. For example, if the producer sells 150 gallons of sirup and has paid the processing tax on 100 gallons or more, his payment before the deduction of administrative expenses will be fifty gallons times 10¢ or \$5.00. The payment will be made as soon as practicable after proof satisfactory to the Secretary of compliance with the terms and conditions of this contract has been submitted to the Secretary or his authorized agent. This means that the producer's eligibility must be established and accepted and the amount of sugarcane growing in 1935 is, as shown on Form Sirup 2, not to be in excess of the amount harvested in 1934 before the producer's con-

tract will be accepted.

B. 1935 Payment. In the case of sirup producers who sold their sirup in 1934 on a gallonage basis the payment will be an amount which when added to the average sales price of sugarcane sirup per gallon, as ascertained by the Secretary, that shall result in a parity price per gallon of sirup, as determined by the Secretary, for each gallon of sirup or sirup equivalent of sugarcane produced in 1935 on the land covered by this contract except that in no case will payment be made on more than 88% of the amount produced in 1934. For example, if a grower sold 200 gallons in 1934 and sells 200 gallons in 1935, he will be paid on 176 gallons, which is 88% of 200 gallons. This is the basis of payment on Louisiana sugarcane for sugar under the Louisiana Sugarcane Production Adjustment Contract.

Where the producer sells in 1935 less than 88% of the amount of sirup that he sold in 1934, he will be paid on the full amount sold, for example, if a producer sold 200 gallons in 1934 and 150 gallons in 1935, he would be paid on 150 gallons.

In the case of producers who sold their 1934 sugar cane on a tonnage basis, the 1935 payment will be approximately 220/226 per ton of whatever amount per ton is paid to Louisiana producers of sugarcane for sugar. For example, if the benefit payment per ton of sugarcane under the sugarcane for sugar production adjustment contract in Louisiana is \$1.00 per ton on the 1935 crop, the payment per ton of sugarcane for sirup will be approximately 97¢. The payment will be on 88% of the tonnage of sugarcane sold in 1934 except where the amount sold in 1935 is less than 88% of the amount sold in 1934 in which case the payment will be on the amount sold.

The 1935 payment to sugarcane for sirup producers who sold their sugarcane on a gallonage and on a tonnage basis will be made as soon as practicable after proof satisfactory to the Secretary of compliance with the terms and conditions of the contract has been submitted to the Secretary or his authorized agent.

Section 11. 1935 Crop Deficiency Payment. Crop deficiency payment on the 1935 crop will be made if the crop grown in 1935 yields less than 88% of the amount of sirup or the sirup equivalent of sugarcane sold from the 1934 crop due to a bonafide abandonment. If the 1935 crop is less because of bona fide abandonment, as determined by the Secretary, because of a flood or of a freeze after November 1, this payment shall be at the rate of 5¢ for each gallon of sirup, which as determined by the Secretary, would have been produced from the abandoned acres. Such payment, however, shall be made on no greater gallonage than the amount by which sales of sirup and/or the sirup equivalent of sugarcane in 1935 and the amount of sirup held for sale from the crop grown in 1935 are less than the sales which the Secretary determines would have ensued but for the abandonment, or 88% of the sales from the 1934 crop, whichever is less. For example, if a producer produced 500 gallons of sirup in 1934 and had an acreage in 1935 sufficient to produce 500 gallons of sirup but due to abandonment as a result of a freeze after November 1 of one-half of

his cane and as a result produced only 250 gallons of sirup, a deficiency payment of 5¢ per gallon will be paid on 190 gallons (88% of 500 = 440 less 250 gallons = 190 gallons). If in this case the grower had growing an amount of sugarcane estimated to produce only 400 gallons of sirup and was forced to abandon 250 gallons of the 400 gallons by reason of freeze after November 1, the deficiency payment would be on 400 - ~~250~~ or 150 gallons. (50) 250

Section 12. Deduction for Administrative Expenses. The Secretary shall deduct a pro rata share of administrative expenses of the sirup committee of the parish or county in which this land is located. This deduction for administrative expense (see Section 21, Item 10) is fixed at .3 of 1¢ per gallon on the amount of sirup on which payments are to be made in 1935.

Section 13. Warranty as to Representations. The producer agrees that all statements as set forth in the contract are true and further agrees that in case any statements are found to be incorrect that the contract may be cancelled or terminated, and any payments previously made thereunder to the producer shall be returned, together with all costs incident to the collection of the same.

Section 14. Division of Payments. Where the sugarcane is grown with the aid of share-tenants and/or share-croppers, the producer agrees that such share-tenants and/or share-croppers will participate in the payments on the basis of the rental agreement.

Section 15. Agents of the Secretary. The Secretary may designate any person or persons to act as his agent(s) in connection with the contract.

Section 16. Privilege to extend the contract. The contract covers payments on the sirup produced in the 1934 and 1935 crops. It may be extended to cover the 1936 crop at the discretion of the Secretary. In case the Secretary continues the contract in force, all the terms and conditions of the contract will apply with the same force and effect in 1936 as in 1935, except as provided in Section 17.

Section 17. Payments under extended contracts. In case the Secretary continues the contract into 1936, the producer will receive one payment and/or deficiency payment, the amount and time of all such payments to be determined by the Secretary.

Section 18. 1934 Producer, Landlord, Share-tenant and/or Share-Cropper. Any and all parties having any interest in the production of the 1934 crop will share in the benefit payments on this crop, provided such persons are listed in a 1935 sugarcane for sirup contract or Louisiana sugarcane production adjustment compliance certificate.

The names of all such persons who share in the 1934 benefit payments must be included in this section, together with their tenure status, address, percentage share of the crop and the amount of payment. For example: If a producer is a landlord and has two tenants who participate in the production of the 1934 sugarcane crop on the basis of one-half

the receipts thereof and the total benefit payment, as shown in Section 21, Item 11 of the contract is \$100.00, then there will be written in (Section 18) the percent of the 1934 crop after the landlord's name 50 per cent, and 25 per cent after each tenant's name, together with their respective amounts in dollars and cents.

On some farms a landlord who may be the producer will have an acreage of sugarcane grown with his own labor or hired help, in which case he receives all the income, and at the same time has one or more tenants who grew an acreage of sugarcane on shares. If such tenants do not sign a contract as producer, their sirup will be added to that of the landlord and the total payment shown in Section 21, Item 11 of the contract. In such cases, it will be necessary to determine the percentage share of each participant in such a way that the terms of the rental agreements will be carried out. For example, if a landlord has 200 gallons of sirup on which he alone participates in the payments and in addition, participates on a 50-50 basis in the payments on 150 gallons grown by one tenant and 100 gallons grown by another tenant then the amount of his benefit payment would be calculated as follows: The total gallonage of sirup for the farm would be 450 gallons. On the basis of the rental agreements the landlord would be entitled to 325/450 of the total benefit payments computed as follows:

| Total Production | % Share to Landlord | Gallons |
|--------------------|---------------------|------------|
| 200 Gallons | 100 | 200 |
| 150 Gallons | 50 | 75 |
| <u>100 Gallons</u> | 50 | <u>100</u> |
| 450 | | 325 |

325/450 is equal to 72.2% of the total amount of sirup produced on the farm; therefore opposite the landlord's name entered in Section 18 of the contract should be 72.2%. The percentage share of the tenants are computed in a similar manner, thus the tenant producing 150 gallons on a 50-50 basis will be entitled to 75/450, or 16.7% of the total benefit payments due under the contract. In like manner the second tenant who produced 100 gallons of sirup on a 50-50 share basis will be entitled to 50/450 or 11.1% of the total benefit payment due on the contract.

The total benefit payment for 1934 is determined as follows: Enter 450 gallons in Item 5c of Section 21. Inasmuch as 100 gallons is deducted, the total amount on which payment is made (Item 8) will be 350 gallons and Item 9 will then equal \$35.00. Following directions in the contract, Item 10 will be \$1.05 (350 gallons x .3 of 1¢). Deducting \$1.05 from \$35.00, the total 1934 payment becomes \$33.95. In order to determine the portions of this amount due the landlord and tenants, the percentages determined above and set forth in Section 18 must be applied to \$33.95, thus the landlord will receive \$24.44, the first tenant \$5.77, and the last tenant \$3.74.

Where a contract is presented for a farm on which the 1934 producer,

landlord, share-tenant, and/or share-cropper is growing sugarcane on another farm in 1935 and his name appears on another sugarcane for sirup contract or a Certificate of Compliance under the Louisiana Sugarcane Production Adjustment Contract, such person(s) would be included in the second tabular form provided in Section 18, together with the identification of the 1935 contract or certificate by state and county code and serial number. For example, a tenant on a farm in 1934 who grew sugarcane on a share basis moved to another farm in 1935 and is engaged in growing sugarcane. The contract for the first farm should include the name of such tenant in the first tabular form in Section 18, together with his percentage share and amount of payment. In addition, the tenant should be identified with the farm on which he is now growing sugarcane.

Section 19. 1935 Producer, Landlord, Share-tenant and/or Share-cropper. In the tabular form in Section 19, the names of all participants, their tenure status, their percentage share of the 1935 crop should be shown. The percentage share in this form will be the percentage share according to the terms of the rental agreement, i. e., if the tenant is on a 50-50 basis, after the tenant's name should be 50%; if the tenant is on a one-third basis, after the tenant's name should be 33 1/3%. It will be necessary to obtain the signature, and witnesses of all persons participating in the 1935 payment. Checks for the 1934 payment and the 1935 payment will be made directly to each participant. Consequently, it makes little difference whether the landlord is named producer or the tenant is named producer in the contract except in case the contract is continued into 1936 and the tenant should move, in which case a new contract would have to be drawn up for 1936.

Section 20. Representation of Control. The data in this Section should be written so that it can be easily and correctly read.

Section 21. The 1934 Sirup Adjustment and Payment Data. In the case of any item in Section 21 where no data is to be included, the word "none" should be inserted.

The acreage data in Items 1 and 3 should be taken from the acreage measurement card, Form Sirup 2. In no case must the acreage for 1935 exceed the acreage for 1934. The number of tons of sugarcane harvested for sirup on a tonnage basis in 1934 as required in Item 2 should be obtained from mill records certified to by the mill. The amount of sirup produced in 1934, as required in Section 4, is the amount of sirup sold plus the amount consumed at home. The amount of sirup sold from the 1934 crop, as specified in Item 5 (a), should be taken from evidence of sales such as bill of sale, cooperative records or other documentary records, signed by individuals of firms known to at least one member of the control committee. Some type of sales record must be presented to the county agent for all sirup included in 5(a), such as sales records or tax receipts.

The data in 5(b) is the data in Item 2 multiplied by 22 gallons. No data should be included in 5(a), 5(b), and 5(c) where the amount of sirup sold is less than 200 gallons.

Item 6 should be filled in only where sales of sirup from the 1934

crop are 200 gallons or less and a processing tax receipt has been obtained.

Item 7 shows the exemption. The first 100 gallons of sirup sold is to be deducted from the sirup included in Item 6 or the sirup included in Item 5(c).

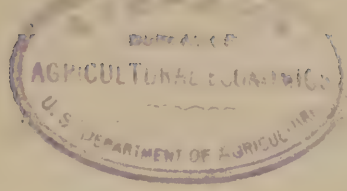
In each state some person will be authorized to accept contracts on behalf of the Secretary.

At least two members of each parish or county sirup committee is necessary as committee's certification.

In no case is any explanation set forth herein to be construed in any way to modify or change any provision of the contract.

1.4
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NOV 26 1935



Sirup 3-a

U. S. Department of Agriculture
Agricultural Adjustment Administration
Sugarcane Sirup Production Adjustment Program

ADDITIONAL INSTRUCTIONS TO FIELD WORKERS

Part I

Acreage Measurement

1. All sugarcane acreage on farms under contract, including small patches cultivated by tenants or croppers growing sugarcane for their own consumption, and acreage grown for seed or for silage, should be measured and included in the total acreage for the farm, Form Sirup 1, Section 21, Items 1 and 3, and Form Sirup 2, Items 1 and 2. Each parcel of land on which sugarcane was grown in 1934 and is being grown in 1935 should be indicated by a sketch on the back of Form Sirup 2 and 2A, and each sketch should be lettered A, B, C, etc. under 1934 acreage, and A, B, C etc. under 1935 acreage.
2. The person who measures the acreage should sketch the parcels of land on which sugarcane is grown and insert the measurement figures on the lines of measurement. The computation and determination of the total 1934 and 1935 acreages and completion of Items 1, 2 and 3 of Form Sirup 2 and 2A should be made in the county agent's office. The computations may be shown on the back of the form outside the space provided for the sketches.
3. In cases where the 1935 acreage is in excess of the 1934 acreage and the standing cane is comprised both of plant and stubble cane, the excess acreage which is to be rendered unfit for sirup should include a part of both plant and stubble cane, so that the acreage reduction will be from the average cane on the total acreage of the farm.

Sugarcane Included in Contract

4. "The Amount of Sirup Produced in 1934," Item 4 in Section 21 of the contract, should include all sirup processed from sugarcane produced on the farm, whether the sirup was sold, held for sale, or used for consumption on the farm.
5. For the purpose of determining the benefit payments, sirup given to laborers on the farm for wages or sirup given to croppers for their consumption will not be included in the total sales for the farm. However, where sirup is given as a medium of exchange off the farm, such as exchanged for groceries, it will be included in the total sales from the farm.

Participants in the Contract

6. Where share-croppers with respect to other crops are given a small parcel of land on which to grow sugarcane for their own consumption and in which the landlord has no interest, their names will not be included in the sugarcane sirup contract. As stated above, however, their

acreage and sirup production will be included in the total acreage and total sirup production of the farm.

7. Where share-croppers or share-tenants produce a part of the total amount of sugarcane or sirup sold from the farm but consume their total share of the sugarcane crop, their names will not be included in the contract.

8. Where a share-tenant or a share-cropper sold a part or all of his share of the sugarcane crop of the farm, his name should be included in the contract and his percentage share of the crop as given in Column 4, Section 18 should be computed by dividing the total number of gallons of sirup which he sold, or the total number of gallons sold and credited to his account, by the total number of gallons sold from the entire production of the farm.

Part II

Amendment to Instructions to Field Workers, Form Sirup 3
(This Amendment shall supersede Sections 18 and 19 of the
"Instructions to Field Workers," Form Sirup 3.)

Section 18. 1934 Producer, Landlord, Share-Tenant and/or Share-cropper.
Any and all parties having an interest in the production of that portion of the 1934 crop of sugarcane which was sold for processing into sirup, or which was processed and sold as sirup (not however including sirup consumed on the farm) will share in the benefit payments on the crop, provided such persons are listed on a 1935 sugarcane for sirup adjustment contract or a Louisiana sugarcane production adjustment compliance certificate. The names of all such persons who share in the 1934 benefit payments must be included in this section, together with their tenure-status, address, percentage share of the total sirup sales from the farm in 1934, and the amount of payment.

It should be noted that the fourth column of Section 18 of the contract, "Percentage Share of 1934 Crop," means the percentage share of the 1934 sales from the farm. If a producer is a landlord and has two tenants who participate in the production of the 1934 sugarcane on the basis of a 50-50 rental agreement, and all of the sugarcane or sirup produced on the farm is sold, there will be written in Section 18, column 4, after the landlord's name, 50 per cent, and after each tenant's name, 25 per cent, as his percentage share of the sales.

On some farms, a landlord who signs as producer may have had an acreage of sugarcane grown with his own labor or hired help, in which case he received all of the income from that acreage, and at the same time had one or more tenants who grew an acreage of sugarcane on shares. If such tenants do not sign a contract as producer, the sirup which they sold, or in case sugarcane was sold on a tonnage basis, the sugarcane they sold will be added to the sirup sold (or sugarcane sold) by the landlord, and the total sales for the entire farm will be shown in Section 21, Item 5 (a) or (b) of the contract. In such cases, it will be necessary to determine each participant's percentage share of the total sales for the farm, in such a way that the terms of the rental

agreement will be carried out and the benefit payment to each participant will be on the sales credited to his account. For example: A landlord has 250 gallons of sirup in which he alone participates in the payments, and, in addition, participates on a 50-50 basis in the payments on 150 gallons grown by one tenant and 100 gallons grown by another tenant. The total production of sirup for the farm would be 500 gallons. Assuming that each participant consumed 50 gallons and the remainder was sold, the percentage share of each participant would be calculated as follows: The total sales for the farm, on which benefit payments would be made, amount to 350 gallons, (500 gallons produced minus 150 gallons consumed equals 350 gallons) of which 325 gallons were sold for the account of the landlord, and 25 gallons for the account of Cropper A. Cropper B consumed his entire share and, therefore, his name will not appear on the contract inasmuch as he does not receive a part of the benefit payment. The landlord should receive $325/350$ or 92.8 per cent of the total payment. The payment would be \$.10 per gallon on 350 gallons, less \$.003 per gallon for administrative expense. (350 times \$.10 equals \$35.00, minus (350 times \$.003), or \$1.05, equals \$33.95.) Applying the percentage share of the crop for each participant to the total payment would result in a payment of \$31.51 to the landlord and \$2.44 to Cropper A.

Further examples for determining the percentage share of the crop are given in the table below:

| Participants | Gallons Production | Rental Agreement | Gallons Sales | Gallons Consumption | Percentage Share of Bene- fit Payment |
|--------------------------|-----------------------|---------------------|------------------|------------------------|---|
| Ex.1 Landlord | 0 | -- | 150 | 50 | 50 |
| Tenant A(Producer) | 400 | 50-50 | 150 | 50 | 50 |
| Ex.2 Landlord (Producer) | 600 | -- | 860 | 50 | 71.6 |
| Tenant A | 400 | 40-60 | 190 | 50 | 15.8 |
| Tenant B | 300 | 33 1/3-66 2/3 | 150 | 50 | 12.6 |
| Tenant C | 100 | 50-50 | 0 | 50 | 0 |
| Ex.3 Landlord (Producer) | 100 | -- | 850 | 50 | 54.9 |
| Tenant A | 600 | 50-50 | 250 | 50 | 16.0 |
| Tenant B | 1000 | 50-50 | 540 | 50 | 29.1 |

Where Sugarcane Was Sold on a Tonnage Basis

| Participants | Tons Produced | Rental Agreement | Tons Sold | Percentage Share of Bene- fit Payment |
|--------------------------|------------------|---------------------|-------------------|---|
| Ex.4 Landlord (Producer) | 15 | -- | 15 + 5 = 20 | .80 |
| Tenant A | 10 | 50-50 | 5 | .20 |
| Ex.5 Landlord (Producer) | -- | -- | 2.9 + 6.12 = 9.02 | 56.3 |
| Tenant A | 5.8 | 50-50 | 2.9 | 18.1 |
| Tenant B | 10.2 | 40-60 | 4.08 | 25.6 |

Where a contract is presented in which the 1934 producer, landlord, share-tenant and/or share-cropper is growing sugarcane on another farm in 1935, and his name appears in another sugarcane for sirup contract or certificate of compliance

under a Louisiana Sugarcane Production Adjustment Contract, identification with the 1935 contract or certificate would be included in the second tabular form in Section 18, providing for the state and county code and contract serial number. For example, where a tenant on a farm in 1934 grew sugarcane on a share basis, but moved to another farm in 1935 on which he is now growing sugarcane, the contract for the first farm should include in the first tabular form in Section 18 the name of such tenant, together with his percentage share of the sales, as computed in the manner outlined above, and amount of payment, and in the second tabular form, his witnessed signature, together with type of contract, the state and county code, and serial number of the contract covering the farm on which he is growing sugarcane in 1935.

Section 19. 1935 Producer, Landlord, Share-Tenant and/or Share-Cropper. In the tabular form in Section 19, the names of all participants, their tenure status, and their percentage share of the 1935 crop should be shown. It should be noted that the percentage share to be entered on the contract with respect to the 1935 crop refers not to the percentage share of sales, as in the case of percentage share of the 1934 crop in the contract, but to the share basis according to the terms of the rental agreement, i.e., if the tenant is on a 50-50 basis, after the tenant's name should be 50%. If the tenant is on a $1/3$ basis, after the tenant's name should be $33\frac{1}{3}\%$. It will be necessary to obtain the signature and witnesses of all persons participating in the 1935 crop produced on the farm. The percentage share in the payments on the 1935 crop will be established in the compliance form to be executed prior to making the 1935 payment. Checks for the 1934 payment and the 1935 payment will be made directly to each participant.

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FOR USE BY COMPTROLLER'S OFFICE ONLY

| Lot No. | NUMBER LOTS IN BLOCK | NUMBER CONTRACTS | |
|---------|-------------------------|------------------|-----|
| | | Block | Lot |
| | | | |
| | | | |
| | | | |

1. Total number of contracts on this transmittal

2. Total number of contracts in parish or county

RECORD OF HANDLING
(For use by Comptroller's office only)

OPERATION 1.

OPERATION 2.

OPERATION 3.

OPERATION 4.

OPERATION 5.

OPERATION 6.

OPERATION 7.

OPERATION 8.

OPERATION 9.

INSTRUCTIONS FOR THE COMPLETION OF THE FORM

In column (3) list the names of the producers on the contracts, corresponding to the serial numbers listed in column (2).

In column (4) list any other forms which are being transmitted at the time the shipment is made, such as power of attorney, court order, or letter of authority. It is important that all such forms be listed, as this will provide the local office with a record of the forms that are sent to the Comptroller's office.

At the bottom of the last page of the transmittal:

(1) Record the total number of contracts which are being submitted in the transmittal. This will not include forms listed in column (4) as other forms.

(2) Record the total number of contracts in the county or parish. This will include the contracts which are being transmitted, plus the number of contracts which have been transmitted and the number to be transmitted. All contracts should be sent to the State office for checking. From there they will be sent to the Comptroller's office.

This form is to be used whenever sugarcane sirup contracts, certificates of compliance, or other related forms are sent to the Comptroller's office for audit and payment. Five copies must be made. Three copies, including the original, must be sent to the Comptroller's office, one copy retained in the local office, and one copy held in the State office. The form should be typewritten, single space, so that at least forty-five entries may be made on each full page.

The code number of the State, county, or parish should appear on each page. The county agent should sign at the top of each page on the line provided for approval and give the date of his signature.

Column (1) is not to be used in the field.

In column (2) list the serial numbers of all the contracts which are being transmitted. The forms should be kept in the order in which they appear on the transmittal sheet. This should be numerically. All of the contracts which can be transmitted without too great a delay should be included in the first transmittal.

Location of Mill _____ miles _____ from _____
(Direction) (Town)

The undersigned hereby certifies that the information contained in this report, consisting of _____ pages, is true and correct.

Instructions for Completing the Form

This Form is for Use by All Persons Who Operate a Mill for Grinding Sugarcane for Sirup

Print or type the name of the sirup mill or the name of the person who owns or controls the mill, the county or parish in which the mill is located, and the exact location of the mill as set forth at the top of the form.

Column 1. Record the date, by weeks, of the deliveries or of processing the sirup, such as October 21 to October 26, or 10/21 to 10/26.

Column 2. In case sugarcane was delivered on a tonnage basis, record the number of tons delivered for the grower each week.

Column 3. In case sugarcane was ground and processed into sirup for the grower, record the number of gallons of sirup processed each week. This should include the amount retained for toll.

Column 4. In case the processor retains an amount of sirup as toll for grinding the sugarcane, record the number of gallons so retained.

Columns 5 and 6. Give the name and address of the person who sold the sugarcane, or for whom the sugarcane was ground.

If more than one page is required for making the report, number the pages in the upper right-hand corner of the form and record the total number of pages in the space provided in the certification.

The signature of the owner of the mill must be witnessed by one disinterested person whose signature must be in the original.

Where it is known that sugarcane was sold or delivered by a grower to another mill for grinding into sirup, a note should appear opposite the grower's name, giving the name of the other mill or owner of the mill.

These forms should be completed in triplicate. One copy should be sent to the office of the Sugar Section, Washington, D. C., one copy sent to the State office, and the other copy retained in the county agent's office.

NOTE.—A gallon of sirup equals $11\frac{1}{3}$ pounds. A No. 10 can holds $\frac{4}{5}$ of a gallon.

Instructions for Completing the Form

Before the forms are given to the growers, the State and county or parish code and contract serial number corresponding to the contract should be recorded in the space provided. This should be done in the county agent's office. A separate form should be used by each participant in a contract who sells sirup for his own account.

The participant should record in the table at the time the sale is made—

Column 1. The exact date of the sale of the sirup.

Column 2. The number of full containers of sirup sold. Where a container is not full, the amount of sirup in the container should be expressed in tenths, such as 10.2. If the sirup is sold on the basis of weight, record the amount and describe the unit of weight used, such as 5,978 pounds.

Column 3. The size of container or containers used, such as No. 5 cans, No. 10 cans, 35-gallon barrels, 50-gallon barrels.

The remainder of the form should be completed as follows—

Column 4. To be used in the county agent's office for recording the number of gallons of sirup sold.

Columns 5 and 6. The purchaser of the sirup should acknowledge each purchase by his signature and address opposite the sale.

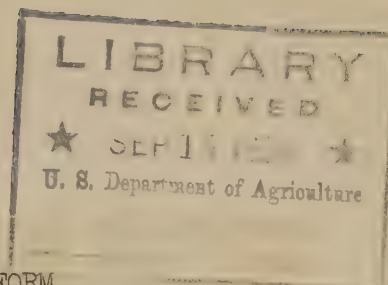
Items 1 and 2. To be filled in by the participant. These items should not be filled in until the card is requested by the Sugar Section.

Item 3. In this space, the participant should set forth the exact disposition of the excess sugarcane and/or sirup in case more sugarcane was produced or more sirup ground from the 1935 crop than the amount produced and/or ground from the 1934 crop.

Certification by participant in contract.—The participant must sign the certification and give the date of his signature. At least one disinterested party must sign as witness.

Certification by committeemen.—At least one committeeman should check the data given on the form and certify by his signature that the sales were bona fide sales.

UNITED STATES DEPARTMENT OF AGRICULTURE
AGRICULTURAL ADJUSTMENT ADMINISTRATION
SUGAR SECTION



INSTRUCTIONS FOR COMPLETION OF CERTIFICATE OF COMPLIANCE, FORM
SIRUP 7, UNDER THE 1935 SUGARCANE SIRUP ADJUSTMENT CONTRACT

The Certificate of Compliance (Form Sirup 7) is the voucher upon which the 1935 payment and/or the 1935 crop deficiency payment will be made in accordance with the provisions of the 1935 Sugarcane Sirup Adjustment Contract.

In filling out this form care should be exercised to avoid any errors, erasures, or omissions. Fractions in acreage, tonnage, or percentage figures should be expressed in tenths, but gallons of sirup should be converted to whole numbers. The form should be completed in triplicate (Form Sirup 7, 7a, & 7b) in the manner outlined below:

In the spaces at the top of the form, record the State and County or Parish Code, the Contract Serial Number, and the name and address of the producer (except in case the producer is deceased, in which event follow the instructions given under the heading "Section 6, Producer's Certification", page 3 hereof), as they appear in lines 1, 2, and 3 of Section 20 of the corresponding contract.

SECTION 1, PRODUCTION.

In the space "..... tons", in Section 1, record the number of tons of sugarcane for sirup harvested, delivered and/or ground on a tonnage basis from the 1935 crop on the land covered by the contract, as shown in column 2 of the Sirup Processor's Record(s), (Form Sirup 5). Strike out this space if it is not applicable.

In the space "..... gallons", in Section 1, record the total number of gallons of sugarcane sirup produced from the 1935 crop on the land covered by the contract, from all sugarcane for sirup not sold on a tonnage basis, as recorded in column 3 of the Sirup Processor's Record(s), (Form Sirup 5). This amount should include the number of gallons of sugarcane sirup given a processor as toll in payment for grinding sugarcane and making the sirup (as shown in column 4 of the Sirup Processor's Record(s)), and also the number of gallons of sugarcane sirup consumed, or held for consumption, on the farm (as shown in item 1 of the Sirup Marketing Card). Strike out this space if it is not applicable.

Form Sirup 6

SECTION 2, SALES.

In the space "..... tons", in Section 2, record the number of tons of sugarcane for sirup sold on a tonnage basis from the 1935 crop on land covered by the contract, as shown in column 2 of the Sirup Processor's Record(s), (Form Sirup 5). Strike out this space if it is not applicable.

In the space "..... gallons", in Section 2, record the total number of gallons of sugarcane sirup sold by all participants under the contract that was produced from all sugarcane, other than the sugarcane sold on a tonnage basis,

harvested from the 1935 crop on land covered by the contract. This amount should include the number of gallons of sugarcane sirup retained by the processor(s) as toll for grinding the sugarcane and making the sirup (as shown in column 4 of the Sirup Processor's Record(s), and also the number of gallons of sugarcane sirup produced from the 1935 crop that is still on hand for sale (as shown in item 2 of the Sirup Marketing Card); but this amount should not include the number of gallons of sugarcane sirup which was consumed, or held for consumption, on the farm. Strike out this space if it is not applicable.

SECTION 3, ACREAGE ABANDONMENT.

In case there was no bona fide abandonment of acreage, or in case there was an insufficient acreage abandoned to qualify for a crop deficiency payment, the word "none" should be written in the blank space in paragraph 3(a), but no entry should be made in the spaces provided in paragraphs 3(b), 3(c), and 3(d).

In case there was a bona fide abandonment of acreage sufficient to qualify for a crop deficiency payment, the spaces in section 3 should be completed as follows:

3(a). Strike out the phrase "(a flood)" or "(a freeze after November 1, 1935)" which does not apply, and record the number of acres of sugarcane for sirup abandoned as certified on a Sugarcane for Sirup Acreage Abandonment Report (Form Sirup F. 2).

3(b). Strike out the space "..... tons of sugarcane." In the space "..... gallons of sirup" record the average number of gallons of sirup and/or the sirup equivalent of sugarcane per acre of sugarcane for sirup from the 1935 crop produced from all of the farms under contract in the parish or county in which the land is located. This average should be computed by dividing the sum of the 1935 production of sirup and/or sirup equivalent of sugarcane on all of the farms under contract by the sum of the 1935 acreage of sugarcane for sirup harvested.

3(c). Strike out the space "..... tons of sugarcane." In the space "..... gallons" of sirup, record the estimated number of gallons of sugarcane sirup and/or the sirup equivalent of sugarcane that would have been produced on the abandoned acreage. This amount should be computed by multiplying the number of acres abandoned (Section 3(a)), by the average production of sugarcane sirup and/or sirup equivalent of sugarcane per acre of sugarcane harvested in 1935 on all of the farms under contract in the county or parish in which the land is located (Section 3(b)).

3(d). In the space "..... gallons" record the reduction in the number of gallons of sugarcane sirup and/or the sirup equivalent of sugarcane sold or held for sale from the 1935 crop on land covered by the contract, as a result of abandonment of acreage attributable to a flood or to a freeze after November 1, 1935.

The number of gallons to be recorded in this space, in case the production in 1935 exceeds the amount consumed and held for consumption on the farm from the 1935 production, will be the estimated number of gallons that would have been produced on the abandoned acreage.

The number of gallons to be recorded in this space, in case the production in 1935 was less than the amount required for home consumption, will be the estimated production on the abandoned acreage less the amount by which the home consumption exceeds the actual production.

SECTION 5. PARTICIPANTS.

In columns 1, 2, and 3 record the name, address, and tenure (producer, landlord, share-tenant or share-cropper) of each participant in the 1935 crop. The names, addresses, and tenures recorded in this section should be identical with those recorded in section 19, columns 1, 2, and 3 of the corresponding contract (except in case of the death of the producer or other participant).

In column 4, record each participant's percentage share of the sum of the 1935 payment and/or the 1935 crop deficiency payment. If no 1935 crop deficiency payment is to be made, the percentages will be computed by dividing the total number of gallons of sirup and/or the sirup equivalent of sugarcane which each participant sold by the total number of gallons of sugarcane sirup and/or the sirup equivalent of sugarcane sold by all of the participants. In case a 1935 crop deficiency payment is to be made, as shown by the completion of section 3, the percentages should be computed by dividing the sum of the 1935 payment and the 1935 crop deficiency payment which each participant should receive, on the basis of his interest in the gallonage with respect to which the 1935 payment and with respect to which the deficiency payment is to be made, by the sum of the 1935 payment and the 1935 crop deficiency payment to all of the participants under the contract.

Column 5 should not be completed in the field.

SIGNATURES - Each participant whose name appears in Section 5, except the producer, must sign in the space provided in this section, agreeing to the percentage share of the payment even though his percentage share is zero. At least one disinterested party must sign as witness to each participant's signature.

SECTION 6. PRODUCER'S CERTIFICATION

The producer must sign in Section 6 exactly as he signed the contract (except as provided in the following paragraph) and his signature must be witnessed by at least one disinterested party. The date of the signatures must be inserted.

In the event a producer or other participant has died since the execution of the contract, the name and signature of the executor or administrator of his estate should appear in the place of the name and signature of the producer or participant in the following manner: "John Doe, administrator (executor) of the estate of Richard Roe, deceased."

SECTION 7. COMMITTEE'S CERTIFICATION

At least two disinterested members of the parish or county committee must sign in the spaces provided in Section 7.

SECTION 8. COMPUTATION OF PAYMENTS

Items A to G, inclusive, of this section must be completed in the office of the county agent as follows:

- A. In case sugarcane for sirup was delivered on a tonnage basis, convert the number of tons of sugarcane for sirup, as given in the space provided for "..... tons" in section 2, into sirup equivalent of sugarcane at 22 gallons per ton. Add the resultant gallonage, if any, to the number of gallons of sirup recorded in the space provided for "..... gallons" in Section 2 and record the total number of gallons in this item.
- B. Multiply the figure recorded in item 5(c) or item 6, Section 21 of the contract, by .88 and record the result in this section.
- C. Insert the amount recorded in item A or item B, whichever is less.
- D. Insert the rate of the 1935 payment, 6.5 cents per gallon of sirup. Multiply the amount inserted in item C by 6.5 cents, and record the result.
- E. If Section 3 has not been completed, write the word "none" in this item. If Section 3 has been completed, subtract item A from item B and record the resultant amount or the amount recorded in Section 3(d), whichever is less.
- F. Multiply the number of gallons, if any, inserted in item E by 5 cents per gallon and record the resultant amount.
- G. Record the sum of item D and item F.
- H. Do not enter.
- I. Do not enter.

CHECKED BY COUNTY AGENT.

The county agent should check the Certificate to see that it is properly completed, after which he should sign in the space provided in Section 7 and give the date of his signature. All records and computations used in completing the Certificate of Compliance must be preserved in the county agent's office and must be available for use in auditing whenever necessary.

DISTRIBUTION.

When the forms are completed and verified, the original (Form Sirup 7) and the duplicate (Form Sirup 7b) should be sent to the state office for further checking. Transmittal sheets (Form Sirup 4) must be used in all cases and should be completed according to the instructions on the back of the form. None of the Certificates should be forwarded to the state office until at least a majority are completed which can be sent in one shipment.

NOTE:

In order that the production and sales data which is transferred to the Certificate of Compliance may be readily identified and in uniform order for checking and auditing whenever necessary, the county agent should carefully check the Sirup Processor's Record (Form Sirup 5) and the Sirup Marketing Card (Form Sirup 6) to see that they have been properly executed.

Column 2 of the Sirup Processor's Records should include all of the sugarcane for sirup delivered on a tonnage basis from the 1935 crop on land under contract, but it should not include the sugarcane for sirup sold on a gallonage basis or the sugarcane processed into sirup and reported in column 3.

Column 3 of the Sirup Processor's Record should include all of the sugarcane sirup produced from the 1935 crop on the land covered by the contract from sugarcane for sirup not sold on a tonnage basis and not reported in column 2. The number of gallons of sirup retained as toll for grinding the sugarcane, as shown in column 4, should be included in the number of gallons of sirup processed, as shown in column 3.

The Sirup Marketing Card should be a record of all sugarcane for sirup sold on a gallonage basis and all sugarcane sirup sold from the 1935 production on each farm under contract, but it should not include sugarcane for sirup sold on a tonnage basis. The record should include the number of gallons of sirup given the processor for toll in payment for grinding the cane and making the sirup.

